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11 **IN THE UNITED STATES DISTRICT COURT**
12 **FOR THE EASTERN DISTRICT OF WASHINGTON**
13 **SPOKANE DIVISION**

14 MICAH MASON, DIONYSIOS
15 TSIRKAS, SCOTT B. JOHNSON, and
16 ADRIAN WASHINGTON, individually
and on behalf of all others similarly
situated,

17 Plaintiffs,

18 v.

19 W.L. GORE & ASSOCIATES,
20 Defendant.
21

Case No. 2:25-cv-00049

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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CLASS ACTION COMPLAINT

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1 Plaintiffs Micah Mason, Scott B. Johnson, Dionysios Tsirkas, and Adrian
2 Washington (collectively, “Plaintiffs”), individually and on behalf of all others
3 similarly situated, by and through their undersigned attorneys, bring this Class Action
4 Complaint against Defendant W.L. Gore & Associates (“Gore” or “Defendant”).
5 Plaintiffs allege the following based upon personal knowledge, as well as
6 investigation by their counsel as to themselves, and as to all other matters, upon
7 information and belief. Plaintiffs believe that substantial evidentiary support will
8 exist for the allegations set forth herein after a reasonable opportunity for discovery.

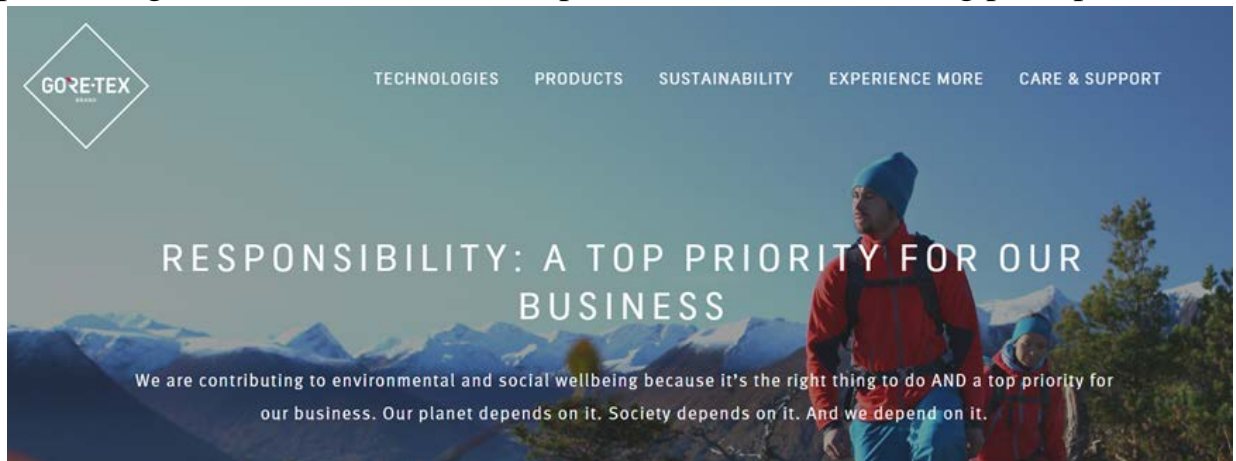
9 I. INTRODUCTION

10 1. A large portion of consumers increasingly care about the environmental
11 impact of products when making purchasing decisions, with many stating they are
12 willing to pay more for sustainable options and prioritize brands with
13 environmentally conscious practices. Considering these trends, companies are
14 increasingly allocating time, attention, and resources to position their products and
15 supply chains as environmentally responsible.

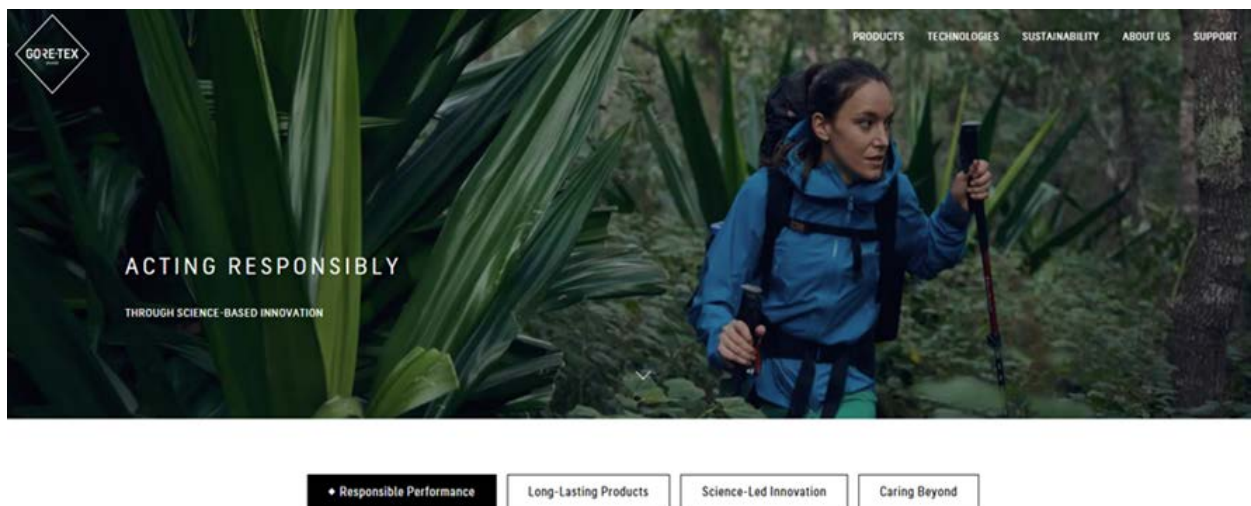
16 2. W.L. Gore & Associates (“Gore”) is no exception. Gore manufactures
17 Gore-Tex Fabric¹ and spends considerable marketing resources to position itself as
18 an exemplary environmental steward while also promising that its products
19 represent a sound choice for the environmentally conscious consumer. More
20 specifically, Gore relies on an umbrella public relations campaign with “Responsible
21 Performance” and “Committed to Sustainability” and “Environmentally Sound”
22 themes to consistently disseminate its environmental stewardship claims.

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26 ¹ Gore-Tex Fabric means material produced by Gore and consisting of an ePTFE
27 (expanded polytetrafluoroethylene) based Gore-Tex membrane and/or a durable
28 water treatment (“DWR”) that contains PFAS (per- and polyfluoroalkyl
substances).

3. For example, Gore's website inundates consumers with acknowledgments that sustainability is a "top" priority for the company, while also positioning environmental stewardship as one of Gore's founding principles:



4. Gore also invites point of sale consumers to scan a QR code, which then directs them to the following environmental claims:



5. And as a reflection of Gore's unwavering commitment to sustainability, Gore also reassures consumers that they can trust that their Gore-Tex Fabric is a sound choice for those seeking outdoor adventure with a small ecological footprint:



GORE-TEX



As the GORE-TEX Brand, we
take sustainability as
seriously as we take
performance.



RESPONSIBILITY

OUR PRODUCTS ARE ENVIRONMENTALLY SOUND AND
SAFE TO WEAR

For Gore's Fabrics Division, acting responsibly is a natural outgrowth of
Gore's culture. We respect the environment and treat our associates and
partners fairly.



*"Being fair and responsible to the environment while
offering durable products which provide the best in class
level of protection lies at the very heart of our culture. This
is our founders, Bill and Vieve Gore's, legacy, and we are
proud to continue this tradition."*

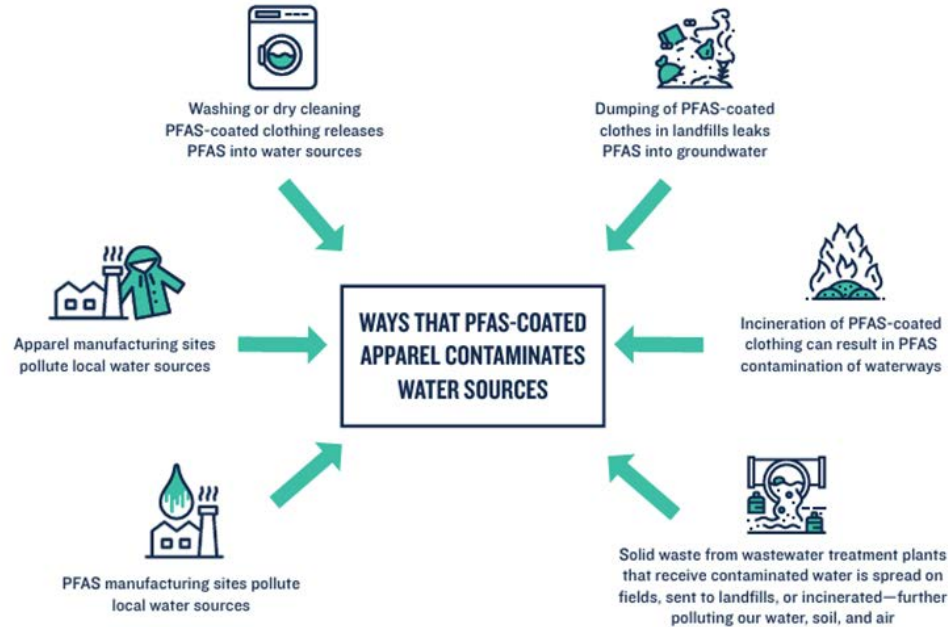


ROSS MACLAINE

Gore Fabrics Division Sustainability Leader

1 6. Unfortunately, Gore offers not much more than empty environmental
2 promises via its misleading greenwashing campaign. Greenwashing is the act of
3 making false or misleading statements about the environmental benefits of a product
4 or practice. Greenwashing occurs when a company positions itself (or a specific
5 product) as having a positive influence on environmental issues, when in reality, the
6 company (or product) is either exaggerating its influence and/or actively engaging
7 in negative environmental practices that do not align with its previously touted green
8 goals.

9 7. Gore's greenwashing campaign misleads the public by purporting to be
10 highly committed to environmental responsibility and at the forefront of sustainable
11 manufacturing processes. But, in truth, Gore continues to produce Gore-Tex Fabric
12 using PFAS, a suite of harmful "forever chemicals" with extremely dangerous health
13 and environmental effects. Gore also fails to disclose that its Gore-Tex Fabric sheds
14 PFAS chemicals via ordinary use, which means that outdoor enthusiasts, as well as
15 those simply wearing Gore-Tex Fabric to keep dry, are inadvertently contaminating
16 the environment areas and their water supply when they venture out in their Gore-
17 Tex gear, as the gear sheds PFAS. And because PFAS chemicals never degrade, the
18 use of these chemicals over time causes them to accumulate and create toxic
19 environments in rural, urban, and environmentally sensitive settings as depicted
20 below:



8. Gore also practices greenwashing by making a series of misrepresentations via its distinctive “Hang Tags” that are affixed to all products that are made with Gore-Tex Fabric. The Hang Tags are prominently attached to all Gore-Tex Fabric products at point of sale and must be removed prior to use:



9. For example, Gore misleads consumers by stating that Gore is “committed to sustainability” and that its practices are “environmentally sound” (included on the diamond-shaped black Hang Tag displayed above). Similarly, Gore’s “PFC* Free Laminate” statement (included on the rectangular brown Hang Tag displayed above) misconstrues the common definition of the term “PFC”² by unilaterally excluding well-known PFC-based chemicals, such as PTFE and ePTFE.

² PFC is an acronym for the term “perfourinated chemicals,” a chemical family consisting mostly of carbon and fluorine, which makes it impervious to heat, acid, wind, and water. Academic journals, governments around the world, and consumer-oriented definitions of PFC include PTFE as a type of PFC. But Gore’s unilateral definition deviates from those typical definitions of PFC by specifically excluding PTFE.

1 Gore also confuses the public by using specific terms such as “PFC,” “PFAS,”
2 “PFC*,” and “PFCs of environmental concern” interchangeably.

3 10. All of these misleading claims are clear violations of the FTC Green
4 Guides. Developed by the Federal Trade Commission (FTC), the Green Guides are
5 designed to help marketers avoid making environmental marketing claims that are
6 unfair or deceptive under Section 5 of the FTC Act, 15 U.S.C. § 45. The Green
7 Guides also play a large role in state consumer protection law. At least twelve states³
8 have laws that directly incorporate the standards set forth in the Green Guides as the
9 legal standard for lawfully making certain marketing claims⁴ and twenty-seven
10 states and territories⁵ have laws designating the FTC’s interpretation in the Green
11 Guides as persuasive authority for courts. As explained more fully below, Gore’s
12 “Environmentally Sound,” “Responsible Performance,” and “Committed to
13 Sustainability” themes and packaging practices violate multiple sections of the FTC
14 Green Guides.

15 11. Plaintiffs bring this case as a class on behalf of themselves and those
16 similarly situated seeking both injunctive relief under Rule 23(b)(2), forcing Gore
17 to make accurate corrective disclosures, and under Rule 23(b)(3) for damages.
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19

20 ³ These states are Alabama, California, Florida, Indiana, Maine, Maryland,
21 Michigan, Minnesota, New Mexico, New York, Pennsylvania, Rhode Island, and
Washington.

22 ⁴ April 24, 2023 Comments to FTC re Green Guides from the states of
23 California, Connecticut, Delaware, Illinois, Maryland, Michigan, Minnesota, New
24 Jersey, New Mexico, New York, Oregon, Rhode Island, and Wisconsin, available at
[https://oag.ca.gov/system/files/attachments/press-](https://oag.ca.gov/system/files/attachments/press-docs/Comments%20to%20FTC%20re%20Green%20Guides%204.24.23.pdf)
25 [docs/Comments%20to%20FTC%20re%20Green%20Guides%204.24.23.pdf](https://oag.ca.gov/system/files/attachments/press-docs/Comments%20to%20FTC%20re%20Green%20Guides%204.24.23.pdf).

26 ⁵ These are Alabama, Alaska, Arizona, Connecticut, District of Columbia,
27 District of Guam, Florida, Idaho, Georgia, Illinois, Maine, Maryland,
28 Massachusetts, Michigan, Montana, New Hampshire, New Mexico, Ohio, South
Carolina, Rhode Island, Tennessee, Texas, Utah, Vermont, Washington, and West
Virginia.

1 Plaintiffs assert claims under the consumer protection laws and the common law of
2 the states referenced herein.

3 **II. JURISDICTION AND VENUE**

4 12. This Court has original jurisdiction over all causes of action asserted
5 herein under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because the
6 matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest
7 and costs, and more than two-thirds of the Class resides in states other than the state
8 in which Defendant is a citizen and in which this case is filed, and therefore any
9 exemptions to jurisdiction under 28 U.S.C. § 1332(d)(2) do not apply. This Court
10 also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C.
11 § 1367.

12 13. Venue is proper in this Court pursuant to 28 U.S.C. § 1367 and 28
13 U.S.C. § 1391 because a substantial part of the events or omissions and
14 misrepresentations giving rise to Plaintiffs' claims occurred in this District. Plaintiff
15 Mason purchased the Products in this District and Defendant has marketed,
16 advertised, and made available for sale the Products within this District.

17 **III. THE PARTIES**

18 **A. Plaintiffs**

19 **1. Washington Plaintiff**

20 14. Plaintiff Micah Mason ("Plaintiff Mason"), at all times relevant hereto,
21 was a citizen of the State of Washington and a resident of Spokane Valley,
22 Washington. He purchased the Product, Volcom snow pants with Gore-Tex, from
23 evo.com in approximately Fall 2021.

24 15. Plaintiff Mason believed he was purchasing a high-quality product made
25 with Gore-Tex Fabric. At no time at the point of sale or in the product packaging
26 was he told that the product was made with PFAS and as such both the
27 manufacturing of the product with PFAS and its wearing in normal use are not
28 consistent with sustainability or with being "environmentally sound." Prior to

1 purchasing the Product, Plaintiff saw and relied upon the Product’s labeling, like the
2 Hang Tags described herein. None of the packaging material or advertisements
3 reviewed or representations received by Plaintiff contained any disclosure
4 concerning Defendant’s use of PFAS in Gore-Tex Fabric and how Defendant’s
5 practices permanently degrade the environment as described in this Class Action
6 Complaint. Had Defendant disclosed these practices, Plaintiff would not have
7 purchased the Product or would have paid less for it. Defendant’s unfair, unlawful,
8 and deceptive conduct in manufacturing, marketing, and selling Gore-Tex Fabric as
9 environmentally beneficial has caused Plaintiff out-of-pocket loss.

10 16. Additionally, Plaintiff intends to purchase additional waterproof, yet
11 breathable, outdoor apparel products in the future and wants to do so based on a full
12 disclosure on the use of PFAS in the manufacturing process and whether the product
13 sheds PFAS during ordinary use.

14 **2. California Plaintiff**

15 17. Plaintiff Dionysios Tsirkas (“Plaintiff Tsirkas”), at all times relevant
16 hereto, was a citizen of the State of California and a resident of Vallejo, California.
17 He purchased the Product, a Dainese Dolomiti Gore-Tex jacket, at a Dainese store
18 in San Francisco on December 22, 2022.

19 18. Plaintiff Tsirkas believed he was purchasing a high-quality product
20 made with Gore-Tex Fabric. At no time at the point of sale or in the product
21 packaging was he told that the product was made with PFAS and as such both the
22 manufacturing of the product with PFAS and its wearing in normal use are not
23 consistent with sustainability or with being “environmentally sound.” Prior to
24 purchasing the Product, Plaintiff saw and relied upon the Product’s labeling, like the
25 Hang Tags described herein. None of the packaging material or advertisements
26 reviewed or representations received by Plaintiff contained any disclosure
27 concerning Defendant’s use of PFAS in Gore-Tex Fabric and how Defendant’s
28 practices permanently degrade the environment as described in this Class Action

1 Complaint. Had Defendant disclosed these practices, Plaintiff would not have
2 purchased the Product or would have paid less for it. Defendant's unfair, unlawful,
3 and deceptive conduct in manufacturing, marketing, and selling Gore-Tex Fabric as
4 environmentally beneficial has caused Plaintiff out-of-pocket loss.

5 19. Additionally, Plaintiff intends to purchase additional waterproof, yet
6 breathable, outdoor apparel products in the future and wants to do so based on a full
7 disclosure on the use of PFAS in the manufacturing process and whether the product
8 sheds PFAS during ordinary use.

9 **3. Minnesota Plaintiff**

10 20. Plaintiff Scott B. Johnson ("Plaintiff Johnson"), at all times relevant
11 hereto, was a citizen of the State of Minnesota and a resident of Minneapolis,
12 Minnesota. He purchased the Product, Danner Sharptail Boots, at a Scheels store in
13 Minnesota on or around September 2024.

14 21. Plaintiff Johnson believed he was purchasing a high-quality product
15 made with Gore-Tex Fabric. At no time at the point of sale or in the product
16 packaging was he told that the product was made with PFAS and as such both the
17 manufacturing of the product with PFAS and its wearing in normal use are not
18 consistent with sustainability or with being "environmentally sound." Prior to
19 purchasing the Product, Plaintiff saw and relied upon the Product's labeling, like the
20 Hang Tags described herein. None of the packaging material or advertisements
21 reviewed or representations received by Plaintiff contained any disclosure
22 concerning Defendant's use of PFAS in Gore-Tex Fabric and how Defendant's
23 practices permanently degrade the environment as described in this Class Action
24 Complaint. Had Defendant disclosed these practices, Plaintiff would not have
25 purchased the Product or would have paid less for it. Defendant's unfair, unlawful,
26 and deceptive conduct in manufacturing, marketing, and selling Gore-Tex Fabric as
27 environmentally beneficial has caused Plaintiff out-of-pocket loss.
28

22. Additionally, Plaintiff intends to purchase additional waterproof, yet breathable, outdoor apparel products in the future and wants to do so based on a full disclosure on the use of PFAS in the manufacturing process and whether the product sheds PFAS during ordinary use.

4. Illinois Plaintiff

23. Plaintiff Adrian Washington (“Plaintiff Washington”), at all times relevant hereto, was a citizen of the State of Illinois and a resident of Des Plaines, Illinois. He purchased the Product, a North Face rain jacket with Gore-Tex Fabric, at The North Face store in Skokie, Illinois, in approximately 2018 or 2019.

24. Plaintiff Washington believed he was purchasing a high-quality product made with Gore-Tex Fabric. At no time at the point of sale or in the product packaging was he told that the product was made with PFAS and as such both the manufacturing of the product with PFAS and its wearing in normal use are not consistent with sustainability or with being “environmentally sound.” Prior to purchasing the Product, Plaintiff saw and relied upon the Product’s labeling, like the Hang Tags described herein. None of the packaging material or advertisements reviewed or representations received by Plaintiff contained any disclosure concerning Defendant’s use of PFAS in Gore-Tex Fabric and how Defendant’s practices permanently degrade the environment as described in this Class Action Complaint. Had Defendant disclosed these practices, Plaintiff would not have purchased the Product or would have paid less for it. Defendant’s unfair, unlawful, and deceptive conduct in manufacturing, marketing, and selling Gore-Tex Fabric as environmentally beneficial has caused Plaintiff out-of-pocket loss.

25. Additionally, Plaintiff intends to purchase additional waterproof, yet breathable, outdoor apparel products in the future and wants to do so based on a full disclosure on the use of PFAS in the manufacturing process and whether the product sheds PFAS during ordinary use.

B. Defendant

26. Defendant W.L. Gore & Associates is a Delaware corporation, with its principal place of business and headquarters located at 555 Paper Mill Road, Newark, Delaware 19711.

27. Gore was founded in 1958 by Wilbert Gore and his wife Genevieve. Before founding Gore, Wilbert Gore spent approximately 16 years at DuPont, where he held various technical roles, including work in fluoropolymer research.

28. Gore is a multinational company that specializes in manufacturing products made from fluoropolymers with 36 manufacturing plants in the United States, as well as facilities in the United Kingdom, Germany, the Netherlands, Japan, and China, with offices in more than 25 countries around the world.⁶ Gore is divided into at least four divisions: (i) industrial products, (ii) electronic products, (iii) medical products, and (iv) fabrics. The majority, if not all, of these divisions are or were involved with PFOA-containing PTFE products.

29. Gore is best known for making Gore-Tex Fabric, a waterproof yet breathable fabric that is used in outerwear, athletic shoes, and other products intended to be heavily used outside and exposed to natural elements like wind, rain, and snow. Importantly, while Gore sells its “Gorewear” products direct to consumers, most of Gore’s Gore-Tex Fabric is purchased by other outdoor apparel manufacturers who then incorporate it into their own products and sell it via their retail network. Examples of these manufacturer-retailer partners include Brooks, Burton, Dakine, Dainese, Danner, Norrona, Nike, Patagonia, Rab, Solomon, LL Bean, The North Face, REI Co-op, Teva, and more.

30. To maintain brand consistency and quality control for consumers, once a product featuring Gore-Tex Fabric is certified by Gore, Gore then issues its own Hang Tags that the manufacturer-retailer partner can attach to the certified product

⁶ *Gore Locations*, Gore, <https://www.gore.com/locations> (last accessed Jan. 28, 2025).

1 at point of sale. Plaintiffs relied upon the Products' labeling, such as the "Hang
2 Tags" and material omissions, which were prepared, reviewed, and/or approved by
3 Gore and its agents and disseminated by Gore and its agents through the material
4 omissions from the labeling and other marketing. The omissions were nondisclosed
5 material content that a reasonable consumer would consider important when
6 purchasing the Products.

7 IV. FACTUAL ALLEGATIONS

8 A. Environmental stewardship is a material attribute to consumers.

9 31. A large portion of consumers increasingly care about the environmental
10 impact of products when making purchasing decisions, with many stating they are
11 willing to pay more for sustainable options and prioritize brands with
12 environmentally conscious practices. According to the McKinsey study, a
13 staggering 78% of U.S. consumers say that a sustainable lifestyle is important to
14 them, and that more than 60% of U.S. consumers disclosed that they care about
15 buying environmentally and ethically sustainable products.⁷ According to the
16 study's authors, "the research shows that a wide range of consumers across incomes,
17 life stages, ages, races, and geographies are buying products bearing ESG-related
18 labels."

19 32. Moreover, as consumers become increasingly aware of the
20 consequences of climate change and environmental degradation, they begin to
21 actively search for and purchase more environmentally friendly products.⁸

22 33. It is also well documented that consumers are willing to pay a premium
23 for products from supply chains that are less environmentally damaging.
24 PricewaterhouseCoopers recently published a survey that found that consumers
25

26 ⁷ [https://www.mckinsey.com/industries/consumer-packaged-goods/our-
27 insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets#/.](https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets#/)

28 ⁸ [https://impact.economist.com/sustainability/ecosystems-resources/an-eco-
wakening-measuring-global-awareness-engagement-and-action-for-nature.](https://impact.economist.com/sustainability/ecosystems-resources/an-eco-wakening-measuring-global-awareness-engagement-and-action-for-nature)

1 were willing to spend 9.7% more, on average, for sustainably produced or sourced
2 goods, despite inflation and cost-of-living concerns.⁹ According to Forbes
3 magazine, its annual revenue in 2024 was approximately \$3 billion. Studies also
4 show that the market for waterproof-breathable outerwear was approximately \$460
5 million in 2024, of which Gore-Tex enjoys a 70% market share.

6 34. In light of these trends, companies are increasingly allocating time,
7 attention, and resources to position their products and supply chains as
8 environmentally responsible. For example, the McKinsey study reviewed actual
9 consumer purchasing behavior over a five-year period to compare products that
10 made one or more ESG-related claims on their packaging to similar products which
11 made none. The McKinsey study found that the packages with the ESG-related
12 claims outperformed products that made none, and that there was “a clear and
13 material link between ESG-related claims and consumer spending.”

14 **B. Gore knows that environmentally friendly materials and sustainable**
15 **production processes are material to consumers.**

16 35. For more than a decade, Defendant has understood that consumers are
17 concerned about the environmental impact of its Products. For example, as early as
18 2013, Gore Fabrics initiated a consumer survey on material attributes for consumers
19 when choosing outerwear and found that “environmental factors – the use of
20 environmentally friendly materials and reduced impact production process – are
21 gaining importance” with consumers.¹⁰

22 36. Gore also reiterates in many of its corporate documents its
23 understanding that consumers find Gore’s environmental practices to be material
24 when considering which outdoor products to buy. For example, Gore states in its
25 2022 Sustainability Update report that “sustainability is increasingly at the heart of

26 ⁹ [https://www.pwc.com/gx/en/news-room/press-releases/2024/pwc-2024-voice-](https://www.pwc.com/gx/en/news-room/press-releases/2024/pwc-2024-voice-of-consumer-survey.html)
27 [of-consumer-survey.html](https://www.pwc.com/gx/en/news-room/press-releases/2024/pwc-2024-voice-of-consumer-survey.html).

28 ¹⁰ [https://www.gore-](https://www.gore-tex.com/sites/default/files/assets/gore_fabrics_responsibility_update_2015.pdf)
[tex.com/sites/default/files/assets/gore_fabrics_responsibility_update_2015.pdf](https://www.gore-tex.com/sites/default/files/assets/gore_fabrics_responsibility_update_2015.pdf).

[] innovation as we strive to satisfy our customers’ need for more sustainable products[.]”¹¹ And more recently, in December 2024, Gore’s Business Leader, Achim Loeffler, expressly highlighted that consumers are not only aware of PFAS but that the use of PFAS is material to their purchase decisions: “many years ago, our customers approached us. We want to have a PFAS-free product, and it should, by the way, performance as well as any PTFE. [...] It’s high-performance and sustainable because our customers are asking for this.”¹²

C. Gore devotes considerable marketing resources to position itself as an exemplary environmental steward.

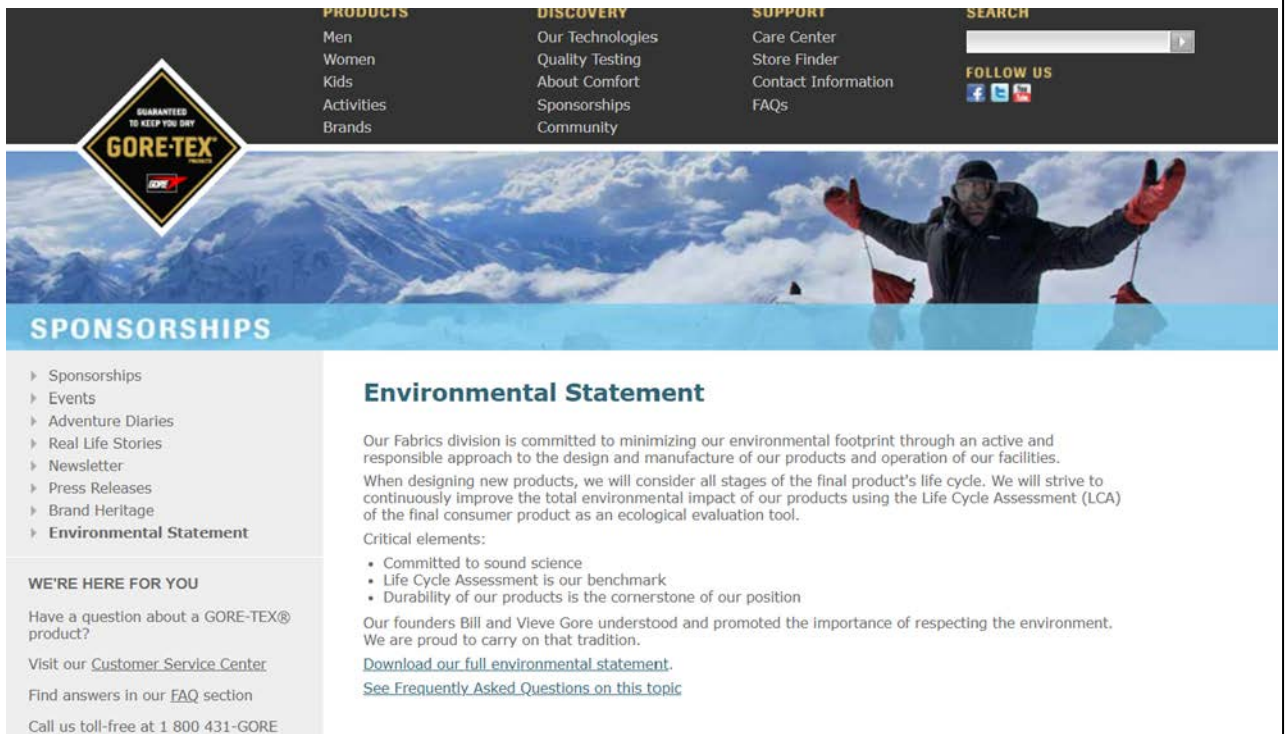
37. Gore’s pervasive marketing campaign has lasted over a decade and saturates consumers with its “green” values message via its websites, use of labels, photo and video displays, corporate reports, public announcements, and social media messaging. Gore’s advertising campaign also positions Gore as highly committed to environmental stewardship and an environmental leader within the outdoor apparel industry. Gore’s campaign also conveys a common message that its manufacturing processes and business decisions are consistent with these “green” values.

38. For example, as early as 2012, Gore published an Environmental Statement¹³ specifically outlining the steps the company was taking in “minimizing our environmental footprint.” The company also explained that environmental stewardship was central to Gore’s founders and that the company was devoted to “carrying out that tradition”:

¹¹ <https://www.gore.com/resources/enterprise-sustainability-update-2022>.

¹² <https://luxepace.com/exclusive-interview-with-gore-tex-global-business-leader-how-to-build-strong-brand-identity-in-b2b-and-b2c/>.

¹³ <https://web.archive.org/web/20120214232646/http://www.gore-tex.com/remote/Satellite/content/sponsorships/environmental-statement>.



39. Gore's marketing also redefines the theme of outdoor apparel "performance" to expressly include a commitment to sustainability and green values:





"Being fair and responsible to the environment while offering durable products which provide the best in class level of protection lies at the very heart of our culture. This is our founders, Bill and Vieve Gore's, legacy, and we are proud to continue this tradition."



ROSS MACLAINE

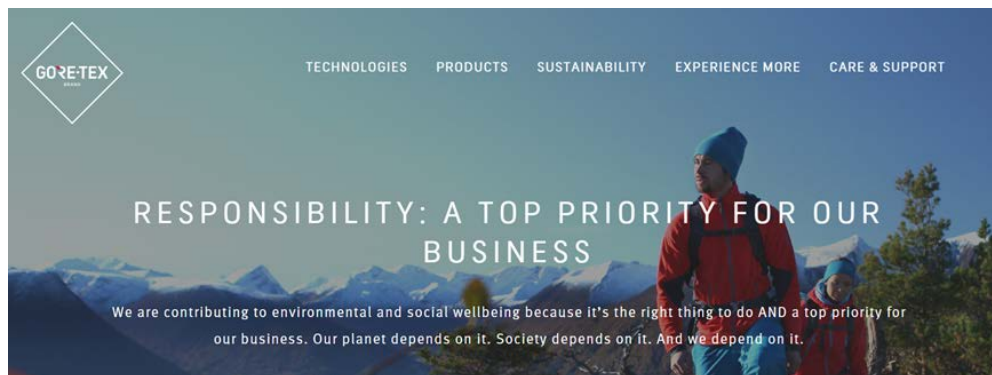
Gore Fabrics Division Sustainability Leader

PERFORMANCE REDEFINED

We at the Gore Fabrics Division, the maker of GORE-TEX products, know about performance. For over 40 years, we have been designing durable products that are tested to the extreme and perform in the harshest conditions, enabling people to perform at their best. But durable product performance is no longer enough. As we face severe and growing challenges to our climate, environment and society, we are taking responsibility for our actions and contributions.

Our performance depends on a healthy climate, a clean and thriving environment, fair labor conditions and safe working conditions. We are measuring our performance by our ability to protect people and the planet while prolonging the longevity of our products and promoting the wellbeing of individuals.

That's what we call Performance Redefined.



“We are trusted for high performance products that “do what we say they will do.” Maintaining this trust will depend on our continued ability to credibly demonstrate our long-term commitment to caring for people and planet.”



JACQUES RENÉ
Fabrics Division Leader

As the GORE-TEX Brand, we take sustainability as seriously as we take performance.

40. Gore also identifies environmental stewardship as a “top priority for our business.” Even Gore’s CEO explains that Gore’s “commitment to sustainability is an expression of our Gore brand promise[.]”:

“Our commitment to sustainability is an expression of our Gore brand promise, “Together, improving life”. Our expectation is that the value of our innovations is greater than the environmental and social impact of our products and operations.”

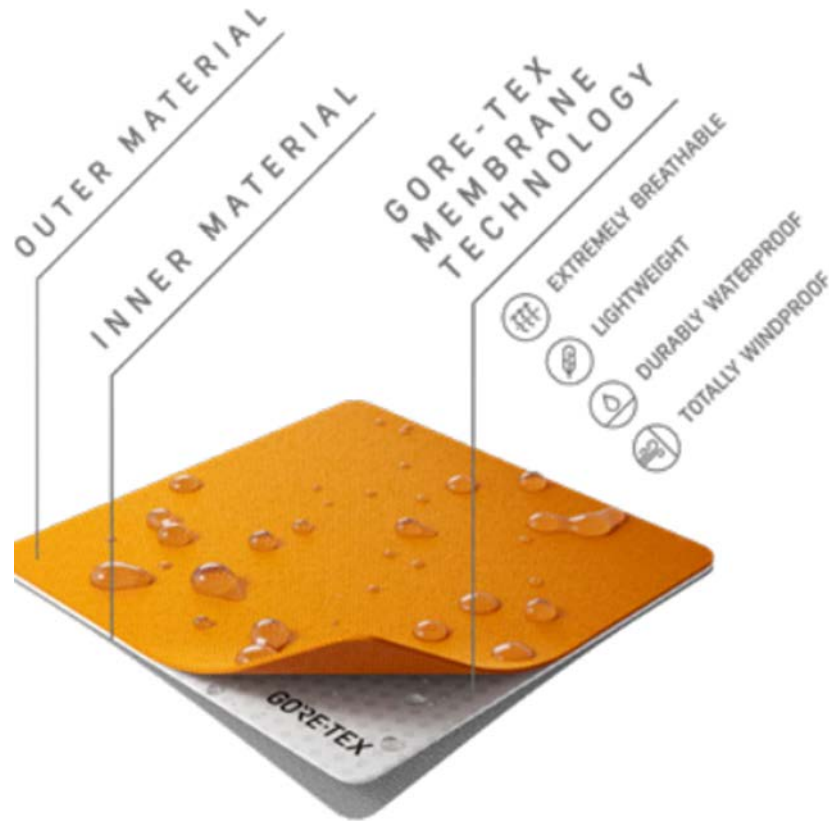


JASON FIELD
President and CEO at W. L. Gore & Associates

D. Gore touts its Gore-Tex Fabric as a sound choice for the environmentally conscious.

41. Gore-Tex Fabric generally consists of three layers.¹⁴ Each layer has a distinct role.

¹⁴ *The Gore-Tex Membrane: What it is, how it works, and why you need it*, Gore-Tex (Jan. 12, 2022), https://www.gore-tex.com/en_uk/blog/the-gore-tex-membrane-what-it-is-how-it-works-and-why-you-need-it (last accessed Jan. 28, 2025).



42. The outer material layer is to protect the membrane and give extra durability to the jacket.

43. The inner material layer helps to distribute the moisture built up inside the jacket from sweat and then distributes it across a wide surface area, enabling it to evaporate and pass through the Gore-Tex membrane.

44. The Gore-Tex membrane's role is to let water vapor through from the inside whilst keeping water from the outside, out. Until recently Gore-Tex exclusively used an ePTFE (expanded polytetrafluoroethylene) membrane. This is the product that they've built a reputation on since it was first released in 1976, and the one that has ultimately made them the industry leader. Products made with ePTFE are marketed to have excellent breathability, waterproofing, and durability attributes.

45. In addition to these three layers, there is another which sits on the very top—the DWR (Durable Water Repellent) treatment. The DWR coating provides a

1 slippery layer on top of the face fabric which allows water to roll off it, as opposed
2 to water being absorbed by fabric—an effect known as “beading.” The primary
3 purpose of the ePTFE Gore-Tex Membrane and the DWR Treatment is to increase
4 the durability and water resistance of apparel and accessories.

5 46. Gore has acknowledged that, in the past, it has used PTFE and ePTFE
6 products that contained APFO, the ammonium salt form of perfluorooctanoic acid
7 (“PFOA”), a chemical within the broader group of PFAS. However, Gore was forced
8 to phase out use of this chemical in 2014 when the government outlawed the use of
9 PFOA in manufacturing.

10 47. More recently, in part due to the debate over the health and
11 environmental effects of PFAS, Gore has reassured its customers that its products
12 are “non toxic and safe for the user” and pose no threat to the environment.¹⁵

13 RESPONSIBILITY
14 OUR PRODUCTS ARE ENVIRONMENTALLY SOUND AND
15 SAFE TO WEAR

16 For Gore's Fabrics Division, acting responsibly is a natural outgrowth of
Gore's culture. We respect the environment and treat our associates and
17 partners fairly.

18 48. However, as explained below, instead of coming clean on its use of
19 PFAS and their environmental consequences, Gore instead opted to embark on a
20 significant greenwashing campaign full of material misrepresentations and
21 omissions designed to deceive eco-conscious consumers and safeguard Gore’s
profits.

22 **E. Gore’s Greenwashing Campaign misleads the public regarding the**
23 **environmental harm posed by Gore-Tex Fabric via several material**
24 **omissions.**

25 49. In 2021, Defendant announced it had developed a new Gore-Tex
26 membrane that uses expanded polyethylene (“ePE”), which does not contain PFAS,

27 ¹⁵ <https://web.archive.org/web/20190323195518/https://www.gore->
28 [tex.com/technology/responsibility](https://web.archive.org/web/20190323195518/https://www.gore-tex.com/technology/responsibility).

1 and that Gore intended to replace PTFE with ePE in all of its products.¹⁶ Defendant
2 also announced it had developed a new DWR treatment that is PFAS-free and no
3 longer fluorine based.¹⁷

4 50. But Defendant does not disclose that Gore *still* includes ePTFE in
5 several of its current products and *still* uses a DWR treatment derived from PFAS.
6 Gore also omits disclosure that its Gore-Tex Fabric *still* sheds PFAS via ordinary
7 use.

8 **1. Gore does not disclose that it currently uses PFAS to manufacture**
9 **its “PFC* Free” products.**

10 51. PFAS, also known as per- and polyfluoroalkyl substances, refers to a
11 group of thousands of human-made chemicals that have been used since the 1940s.
12 PFAS chemicals have been classified as “forever chemicals”—meaning that they
13 break down very slowly in nature and are potentially dangerous to human health.
14 Once in the environment, they can take thousands of years to break down. They have
15 been labelled “the most persistent human-made chemicals known to date.”

16 52. PFAS chemicals are often characterized by having strong carbon-
17 fluorine bonds with a hydrophobic (or water-hating) compound tail and a
18 hydrophilic (or water-liking) compound head. As such, PFAS can repel water, oil,
19 stains, and some can remain stable even at extreme temperatures.

20 53. PTFE, or polytetrafluoroethylene, is a well-known member of the more
21 general PFAS family.¹⁸ More specifically, PTFE belongs to a specific category of
22 polymers known as fluoropolymers, and is highly suitable for products that need to

23 ¹⁶ *Durable Water Repellent*, Gore-Tex, <https://www.gore-tex.com/support/care/dwr> (last accessed Jan. 28, 2025).
24

25 ¹⁷ *Science Led Innovation*, Gore-Tex, <https://www.gore-tex.com/sustainability/science-led-innovation> (last accessed Jan. 28, 2025).
26

27 ¹⁸ Sara Samore, *The history of PFAS: From World War II to your Teflon pan*,
28 Manufacturing Dive (Dec. 6, 2023), <https://www.manufacturingdive.com/news/the-history-behind-forever-chemicals-pfas-3m-dupont-ptfe-pfoa-pfos/698254/> (last accessed Jan. 28, 2025).

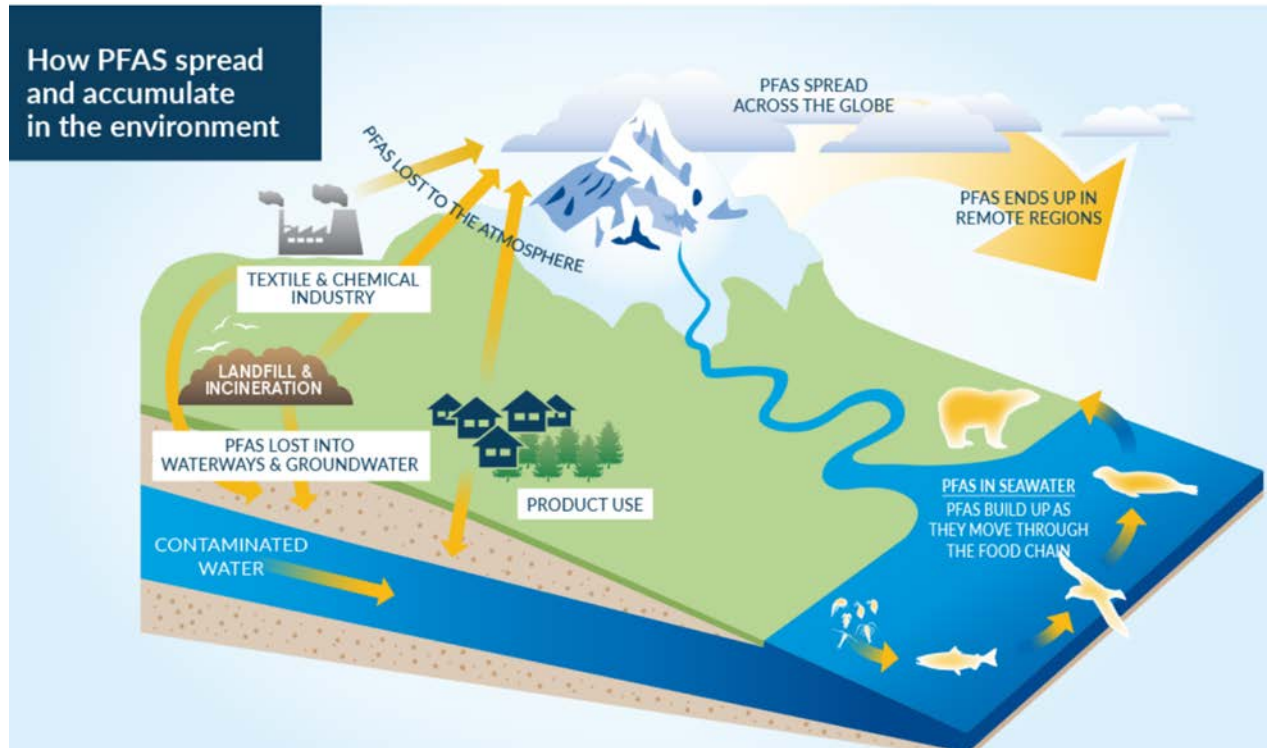
1 resist damage from harsh substances. One of the most familiar uses of PTFE is
2 Teflon.

3 54. ePTFE, or expanded polytetrafluoroethylene, is a type of PTFE. It is
4 softer and more flexible than conventional PTFE. ePTFE memberanes also have
5 millions of microscopic pores that are 20,000 times smaller than a water droplet, but
6 700 times larger than a water vapor molecule. The Gore-Tex Fabric membrane is
7 currently manufactured using ePTFE and Gore continues to apply a DWR Treatment
8 that contains PFAS.

9 55. The use of PFAS in consumer manufacturing is extremely controversial
10 due to the toxicity of the chemicals and their inability to break down over time.
11 According to the Yale School of Public Health, “No safe level of PFAS in the body
12 is considered safe, and [PFAS chemicals] have been linked to a litany of health
13 problems, including cancers. There is also no safe level of PFOA or PFOS
14 exposure.” Exposure to PFAS has been scientifically linked to a litany of health
15 risks, including decreased fertility, developmental effects or delays in children,
16 including low birth weight, accelerated puberty, bone variations, and behavioral
17 changes; increased risk of prostate, kidney, and testicular cancers; reduced vaccine
18 response; increased cholesterol levels; and/or risks of obesity. Even DuPont and
19 other manufacturers, such as 3M, had conducted numerous studies as early as the
20 1950s that revealed the toxic nature of PFAS. These studies also showed the
21 chemicals’ persistence in human blood and their links to various health risks,
22 including cancer and birth defects.

23 56. PFAS contamination also poses several direct threats to the long-term
24 health of the environment and ecosystems we depend on because these chemicals
25 can persist for hundreds of years before breaking down. A such, the PFAS we use
26 in our everyday products can cumulate almost indefinitely and disproportionately
27 end up in the tissues of wildlife. PFAS can also enter the soil through PFAS-
28 containing pesticides or contaminated sewage sludge. These chemicals can

influence soil pH and structure, as well as harm the small organisms that maintain soil function. PFAS has also been found in rivers, lakes, reservoirs and seas all over the globe. Not only does this harm aquatic wildlife but leads to contamination of drinking water supplies.



57. Due to the inherent harms associated with PFAS, states have begun to reduce or eliminate their use in consumer manufacturing. According to a 2024 study from Safer States, a national alliance of environmental health organizations, at least 36 states either have or plan to consider at least 450 bills on toxic chemical-related policies involving PFAS, plastics, and cosmetics as key areas.¹⁹ And legislation in California and New York that restricts PFAS in apparel became effective January 1, 2025.²⁰ As such, retailers must now clearly identify which products for sale contain

¹⁹ *Safer States: Bill Tracker*, Safer States, https://www.saferstates.org/bill-tracker/?toxic_chemicals=PFAS (last accessed Jan. 28, 2025).

²⁰ Cal. AB-1817 (Product safety: textile articles: perfluoroalkyl and polyfluoroalkyl substances (PFAS)), https://leginfo.ca.gov/faces/billCompareClient.xhtml?bill_id=202120220AB1817&showamends=false (last accessed Jan. 28, 2025); N.Y. PFAS in Apparel Law, <https://dec.ny.gov/>

1 PFAS and are prohibited from selling/delivery PFAS-included goods to residents of
2 California and New York. Other states, including Colorado, Connecticut, Maine,
3 Vermont and Washington, are also in the process of, or have enacted, future phase-
4 outs of PFAS in apparel.²¹

5 58. State attorney generals have also sounded the alarm regarding PFAS and
6 are trying to hold manufacturers, like Gore, accountable for the environmental
7 damage and associated health effects caused by their products. For example, the
8 attorney general of Maryland, Anthony Brown, filed a lawsuit in federal court in
9 December 2024 alleging that Gore “polluted the air and water around its facilities
10 with [PFAS], jeopardizing the health and surrounding communities while raking in
11 profits.”²² Gore was also sued by residents of Cecil County, where much of Gore’s
12 manufacturing takes place, for damages stemming from harmful toxins that
13 plaintiffs said leached into the air and the surrounding groundwater in Cecil County.

14 59. Gore has also been the subject of several private lawsuits for health and
15 environmental damages related to its use of PFAS. In 2022, a previous employee
16 filed suit against Gore for a variety of health conditions that stemmed from PFAS
17 exposure while living in a home within one (1) mile from Gore’s Cherry Hill
18 facility.²³ A similar lawsuit was filed in December 2024 by a plaintiff who also
19 resides within close proximity to Gore’s Cherry Hill facility.²⁴

20
21
22 [environmental-protection/help-for-businesses/pfas-in-apparel-law](https://www.epa.gov/environmental-protection/help-for-businesses/pfas-in-apparel-law) (last accessed
23 Jan. 28, 2025).

24 ²¹ *Our Priorities: PFAS “Forever Chemicals,” Policies for Addressing PFAS,*
25 *Safer States*, <https://www.saferstates.org/priorities/pfas/> (last accessed Jan. 28,
26 2025).

27 ²² [https://phys.org/news/2024-12-maryland-sues-maker-gore-](https://phys.org/news/2024-12-maryland-sues-maker-gore-tex.html#google_vignette)
28 [tex.html#google_vignette](https://phys.org/news/2024-12-maryland-sues-maker-gore-tex.html#google_vignette).

²³ *Sutton v. W.L. Gore & Associates, Inc.*, No. 1:22-cv-01471 (D. Md. 2022).

²⁴ *Martin et al. v. W.L. Gore & Associates, Inc.*, No. 1:24-cv-03549 (D. Md.
2024).

63. In addition, when consumers eventually throw out their worn-out Gore-Text Fabric products in their municipal garbage, which many are apt to do because Gore does not advise consumers on how to properly dispose of them, it is highly likely that those products will eventually end up in a landfill to be incinerated. And studies show that Gore-Tex Fabric emits harmful PFAS into the air and water during the municipal solid waste incineration process.²⁵ Incineration also emits potent greenhouse gases that disproportionately contribute to climate change, such as tetrafluoromethane (which has a warming potential 6,500 times that of carbon dioxide).

2. Gore also does not tell consumers that Gore-Tex Fabric also sheds PFAS via ordinary use.

60. Studies also show that regular and intended use of ePTFE and/or DWR-treated products may break down the PFAS treatments over time, leading to higher concentrations of PFAS in the product and higher levels of related contamination. For example, a 2020 study found that “weathering can have an effect on PFAS used in DWR of outdoor clothing, both on the PFAS profile and on the measured concentration.”²⁶ PFAS concentrations “increased by 5- to more than 100-fold, while [PFAS] not detected in the original textiles were [later] detected in the weathered samples.”²⁷

61. Some tests also show Gore-Tex Fabric exposed to rain can shed types of PFAS from the fabric itself (more specifically PFBA and a small amount of PFOA). This means that hikers who are taking their outdoor apparel on the trails are inadvertently shedding PFAS material straight into the pristine environments they

²⁵ <https://pubmed.ncbi.nlm.nih.gov/34388878/>.

²⁶ Ike van der Veen, Anne-Charlotte Hanning, Ann Stare, Pim E.G. Leonards, Jacob de Boer, Jana M. Weiss, *The effect of weathering on per- and polyfluoroalkyl substances (PFASs) from durable water repellent (DWR) clothing*, Chemosphere, Volume 249, June 2020, 126100. DOI: <https://doi.org/10.1016/j.chemosphere.2020.126100> (last accessed Jan. 28, 2025).

²⁷ *Id.*

1 are appreciating and seeking to preserve. This also means that regular consumers are
2 also inadvertently shedding PFAS into local water supplies while walking on city
3 streets, spending time in their yards, or while enjoying city parks.

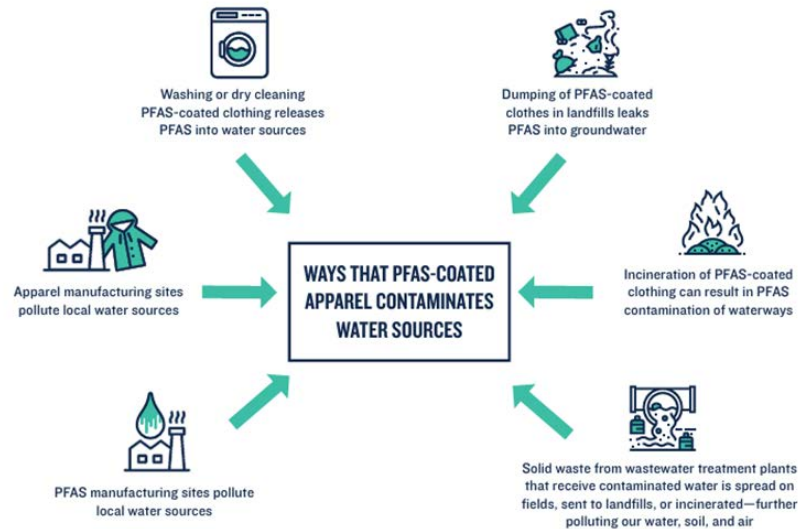
4 62. Regular washing of DWR-treated Products may also lead to
5 environmental contamination through laundry water. Researchers simulated home
6 laundering of outdoor jackets treated with PFAS and measured the amount of PFAS-
7 based surface treatments in microplastics fibers that were released, resulting in an
8 estimated 2,064 pounds of PFAS released per year.²⁸

9 63. Defendant's DWR-treated Products can also contaminate the
10 environment even upon disposal. Current EPA-approved methods of disposal
11 include underground injection, hazardous waste landfills, and thermal treatment
12 including incineration.²⁹ These specific methods of disposal highlight the
13 indestructible nature of PFAS and the concern over contamination.

14 64. PFAS can also make its way into drinking water sources through
15 consumer use, such as when PFAS-coated apparel is washed or dry-cleaned. Further,
16 when discarded apparel ends up in a landfill, PFAS can leach into nearby
17 groundwater and waterways:
18
19
20
21

22 ²⁸ Steffen Schellenberger, Christina Jönsson, Pelle Mellin, Oscar A. Levenstam,
23 Ioannis Liagkouridis, Anton Ribbenstedt, Anne-Charlotte Hanning, Lara Schultes,
24 Merle M. Plassmann, Caiza Persson, Ian T. Cousins, Jonathan P. Benskin, *Release*
25 *of Side-Chain Fluorinated Polymer-Containing Microplastic Fibers from*
26 *Functional Textiles During Washing and First Estimates of Perfluoroalkyl Acid*
Emissions, Environ. Sci. Technol. 2019 Dec. 17;53(24):14329-14338. DOI: <https://doi.org/10.1021/acs.est.9b04165> (last accessed Jan. 28, 2025).

27 ²⁹ 2024 *Interim Guidance on the Destruction and Disposal of PFAS*, EPA,
28 [https://www.epa.gov/pfas/interim-guidance-destruction-and-disposal-pfas-and-](https://www.epa.gov/pfas/interim-guidance-destruction-and-disposal-pfas-and-materials-containing-pfas)
[materials-containing-pfas](https://www.epa.gov/pfas/interim-guidance-destruction-and-disposal-pfas-and-materials-containing-pfas) (last accessed Jan. 28, 2025).



3. Gore has also long been aware of the dangers posed by the use of PFAS.

65. Gore's founder was a former DuPont employee who maintained a close business relationship with DuPont. For decades, Gore purchased APFO and PFOA from raw material suppliers such as Dupont and purchased and/or used PTFE products from DuPont and 3M, which manufactured, marketed, and sold these products.³⁰

66. In the 1990s, at least two former DuPont employees—Dr. Jack Hegenbarth and Richard Baillie—who possessed extensive knowledge of the risks associated with PFOA exposure, joined Gore as employees.

67. Therefore, it is likely that Gore knew about the toxic nature of PFAS and the potential environmental risks posed by human these chemicals.

68. In May 1984, DuPont held a meeting to address health and environmental concerns related to PFOA, the company's potential liability, available technologies that were capable of controlling and reducing PFOA

³⁰ See, e.g., *Robert W. Gore*, Science History Institute Museum & Library, <https://www.sciencehistory.org/education/scientific-biographies/robert-w-gore/#:~:text=Bill%20often%20experimented%20in%20their,%2C%20electrical%2C%20and%20chemical%20properties> (last accessed Jan. 24, 2025); <https://www.industrydocuments.ucsf.edu/chemical/docs/#id=myspw0228> (last accessed Jan. 28, 2025).

1 emissions from its manufacturing facilities, as well as potential replacement
2 materials capable of eliminating additional PFOA emissions from its operations.³¹

3 69. In the early 1980s, Dr. Hegenbarth received numerous internal DuPont
4 memoranda that discussed the health effects of PFOA exposure, such as the retention
5 of PFOA in the blood, and the environmental impact of PFOA.³²

6 70. In the 1990s, Dr. Hegenbarth joined Gore and brought with him his
7 extensive knowledge of the dangers associated with PFAS exposure. Dr. Hegenbarth
8 led a broad range of Gore's research, development, and manufacturing activities,
9 particularly those focused on PFAS-related issues and advancements in materials
10 involving these chemicals.

11 71. In 1996, Richard Baillie, a DuPont chemical engineer with extensive
12 experience in the fluoropolymers operations, joined Gore. While at DuPont, Baillie
13 received internal memoranda and reports that addressed concerns about PFOA
14 exposure, efforts to identify less toxic replacements, and efforts to reduce PFOA
15 environmental emissions.³³ At Gore, Mr. Baillie had a "key role for understanding
16 and dealing with [the] PFOA issue."³⁴

17 72. As such, it is implausible for Gore not to have been aware of the
18 environmental harm associated with manufacturing Gore-Tex Fabric with PFAS.
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21 ³¹ J.A. Schmid, Letter regarding C-8 Meeting Summary (May 23, 1984),
22 <https://cdn.toxicdocs.org/qd/qdNLdmnBdODEMemOG5vo96poj/qdNLdmnBdODEMemOG5vo96poj.pdf> (last accessed Jan. 28, 2025).

23 ³² See, e.g., <https://www.toxicdocs.org/search?q=Hegenbarth#> (last accessed Jan.
24 28, 2025).

25 ³³ DuPont memorandum regarding C-8 Ammonium Perfluorooctanoate
26 Fluorosurfactant Strategies and Plans (Sept. 28, 1994),
27 <https://www.industrydocuments.ucsf.edu/docs/#id=typw0228> (last accessed Jan.
28 28, 2025).

³⁴ Richard Baillie LinkedIn profile, <https://www.linkedin.com/in/richard-baillie-8509206> (last accessed Jan. 28, 2025).

F. Gore's Greenwashing Campaign also materially misrepresents the extent of Gore's environmental footprint.

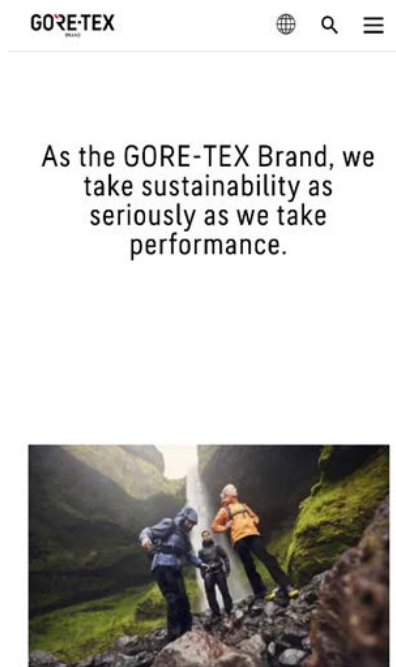
73. According to Gore's website, all products that contain the Gore-Tex Fabric membrane and/or Gore-Tex DWR with PFAS are sold with a black diamond-shaped "Hang Tag," and a brown rectangular-shaped "Hang Tag" attached to the product:³⁵



74. Moreover, when consumers scan the QR code on the brown Hang Tag, the consumer is brought to Gore's "Sustainability Website," which includes the following statements and images:

³⁵ <https://www.gore-tex.com/support/frequently-asked-questions>.

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75. Gore’s statements on its Sustainability Website and on its Hang Tags are misleading to consumers for several reasons.

1. Gore’s “PFC* Free Laminate” label misconstrues the common definition of the term PFC by unilaterally excluding ePTFE and PTFE.

76. Gore prominently states on the Hang Tag that the product includes a “PFC Free* Laminate” made by Gore. Gore also notes on its tag that the “PFC Free*” refers to PFCs of Environmental Concern.

77. PFC is typically used as an acronym for “perfourinated chemicals,” a chemical family consisting mostly of carbon and fluorine, which makes it impervious to heat, acid, water, and other forces that typically break down other chemical compounds. Both academic journals and consumer-oriented definitions of PFC include PTFE within in this chemical family and readily identify Teflon and Gore-Tex as examples of PTFE-based products under the umbrella of PFC products.³⁶

³⁶ See, e.g., Environmental Working Group “PFC Dictionary,” <https://www.ewg.org/research/pfc-dictionary>; National Library of Medicine, Genuis SJ, Birkholz D, Ralitsch M, Thibault N. Human detoxification of perfluorinated

1 78. And yet, Gore decided to create its own definition now called “PFC EC”
2 or PFCs of Environmental Concern. Gore’s unilateral definition of PFC EC excludes
3 both PTFE and ePTFE. According to the fine print on Gore’s website:

4 PTFE is not a PFC of Environmental Concern. PTFE is safe and environmentally sound. This fluoropolymer
5 is highly stable, too large to be bioavailable, insoluble in water, and does not degrade in the environment.
6 Therefore, it is not a PFC of Environmental Concern and it does not degrade into them.

7 79. By modifying the consistent consumer understanding of PFC to
8 specifically exclude PTFE, Gore misleads consumers to believe that its products and
9 manufacturing process do not contain chemicals that are extremely harmful for the
10 environment.

11 **2. Gore’s direct-to-consumer sales website confuses consumers by**
12 **using terms like PFAS, PFC, and PFC* interchangeably.**

13 80. A good example to show how difficult it is for reasonable consumers to
14 determine which products continue to utilize the old PFAS-based ePTFE Gore-Tex
15 Membrane and PFAS-based DWR Treatment compared with the new ePE
16 membrane and non-PFAS-DWR treatment can be found right on Gore’s direct-to-
17 consumer sales website, [gorewear.com](https://www.gorewear.com).

18 81. In Defendant’s product listings on [gorewear.com](https://www.gorewear.com), Defendant states they
19 feature “new thinner, lighter, and PFC-Free” Gore-Tex Fabric.³⁷ But Defendant also
20 uses the term “PFAS-free” to refer to the same jacket:

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26 compounds. Public Health. 2010 Jul;124(7):367-75. doi:
27 10.1016/j.puhe.2010.03.002. Epub 2010 Jun 19. PMID: 20621793.

28 ³⁷ *Concurve Gore-Tex Jacket Womens*, Gorewear, <https://www.gorewear.com/us/en-us/concurve-gore-tex-jacket-womens-101067> (last accessed Jan. 28, 2025).

The SPINSHIFT Jacket is specially designed to deliver protective comfort on daily road or gravel rides, featuring a low profile, streamlined fit and innovative body mapping for a second skin-like cycling fit, along with the GUARANTEED TO KEEP YOU DRY promise of the new thinner, lighter* and PFC-Free** GORE-TEX fabric.

Loaded with innovation to tackle daily rides in any condition, the SPINSHIFT cycling jacket features the next-generation GORE-TEX fabric, that is thinner, lighter* and PFC-free** while providing the durable, waterproof, and windproof protection you expect from the GORE-TEX brand. The Kinetic Garment Design ensures a comfortable ergonomic fit for your drop bar position where it moves effortlessly with your body while maintaining a sleek, streamlined profile, whether you're tucked in over the handlebars or in a more relaxed position. * Through laminates with a new lower-mass membrane and select textile(s) (per Higg MSI) ** Advances Gore Fabrics' goal of being free of PFCs of environmental concern over the lifecycle of its consumer products. In this case, the goal is accomplished using non-fluorinated materials.

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82. In Defendant's product listings for other products, Defendant simply states that it has a Gore-Tex Membrane, without any explanation as to whether they may contain a PFAS ePTFE Gore-Tex Membrane and/or PFAS-based DWR Treatment.³⁸

³⁸ *Stream Jacket Womens*, Gorewear, <https://www.gorewear.com/us/en-us/stream-jacket-womens-100823?variant=8845> (last accessed Jan. 18, 2025).



14 83. The Omissions wrongfully convey to consumers that the Products have
15 certain superior quality and characteristics that they do not actually possess.

16 84. Defendant's forward-facing messaging to consumers through, for
17 example, the Product's labeling and website statements, create an overall impression
18 that there are no PFAS used and/or present in the Products and promises the Products
19 are high quality, safe, and non-toxic.

20 85. Furthermore, no reasonable consumer would expect, suspect, or
21 understand that the Products contain or have a material risk of containing PFAS,
22 given the current Federal and state laws concerning PFAS.

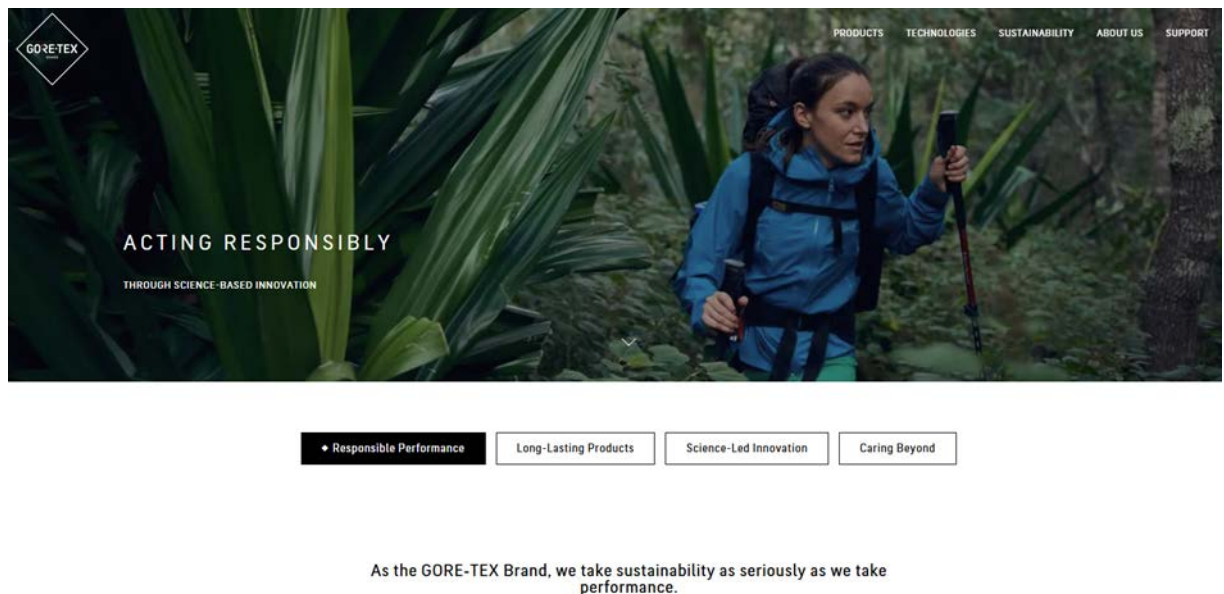
23 86. Based on the overall impression presented by the Products and
24 misrepresentations by Gore, reasonable consumers, including Plaintiffs, did not
25 know nor did they expect that Products were treated with and/or manufacturing
26 using PFAS.

G. The rest of Gore's advertising campaign is also misleading.

1. Gore's "Sustainability Commitment" website touts environmental stewardship and prominently features "green" images.

87. Gore also creates and maintains websites touting its environmental claims, as it knows that this information is material to consumers.

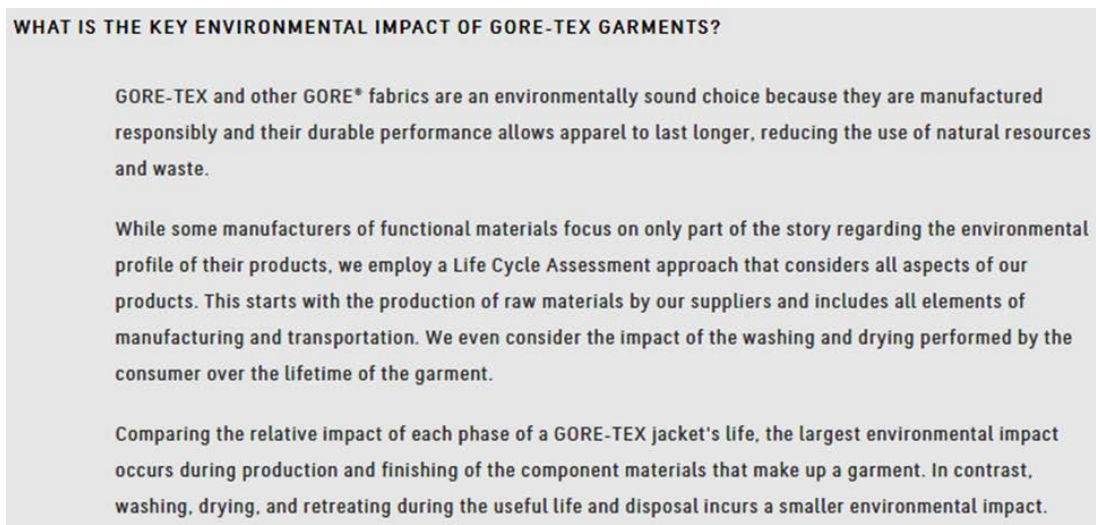
88. For example, Gore's Sustainability Commitment website represented Gore to consumers as a business committed to sustainability and to reducing the environmental impact of its business practices and products.³⁹ Below is an example of Gore's "aggressive" approach to environmental stewardship:



³⁹ *Responsible Usage of Fluorochemicals*, Gore-Tex, https://www.gore-tex.com/en_au/technology/responsibility/pfc-goal (last accessed Jan. 28, 2025).



89. Under the FAQ section of the Sustainability Commitment website, Gore lists the question “What is the key environmental impact of Gore-Tex garments?” and then states: “Gore-Tex and other Gore fabrics are an environmentally sound choice because they are manufactured responsibly” and that Gore “employ[s] a Life Cycle Assessment approach that considers all aspects of our products [that] starts with the production of raw materials by our suppliers and includes all elements of manufacturing and transportation”:



90. Also under the FAQs, Defendant states that apparel or accessories made with Gore fabrics “can be safely disposed of just like any other apparel product.” However, its claims regarding the disposability of the Products fails to adhere to any

1 uniform and recognized standards for compostability or biodegradability as required
2 by Washington law:⁴⁰

3 **HOW SHOULD I DISPOSE OF A GORE-TEX PRODUCT IN AN ENVIRONMENTALLY SAFE WAY?**

4 Garments or footwear made from GORE® fabrics can be safely disposed of just like any other apparel product.

5 Contrary to most other plastics, polytetrafluoroethylene (PTFE) - the raw material of our membrane - is not
6 made or processed using plasticizers or stabilizers. It doesn't contain residuals like heavy metals, organotin
7 compounds or phthalates. If disposed of in a landfill, PTFE will not degrade, so it will not contribute to the
8 formation of greenhouse gases (i.e., methane) or release substances into the water or air. In an incineration
9 plant, PTFE is safely converted to carbon dioxide and fluorspar. Potentially harmful gases are captured by
10 pollution control devices (alkaline scrubbers) that have been in place for a number of decades.

11 Finding ways to extend the useful life of a product has always been the environmentally preferred option over
12 product disposal. One might wish to consider donating footwear or garments to charities or repurposing the
13 product for other applications.

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22 91. Finally, Defendant makes various assertions related to the sustainability
23 of its products, strategy, and manufacturing.⁴¹

23 ⁴⁰ See Wash. Rev. Code § 70A.455.010 (“Environmental marketing claims for
24 plastic products, whether implicit or implied, should adhere to uniform and
25 recognized standards for ‘compostability’ and ‘biodegradability,’ since misleading,
26 confusing, and deceptive labeling can negatively impact local composting programs
27 and compost processors.”).

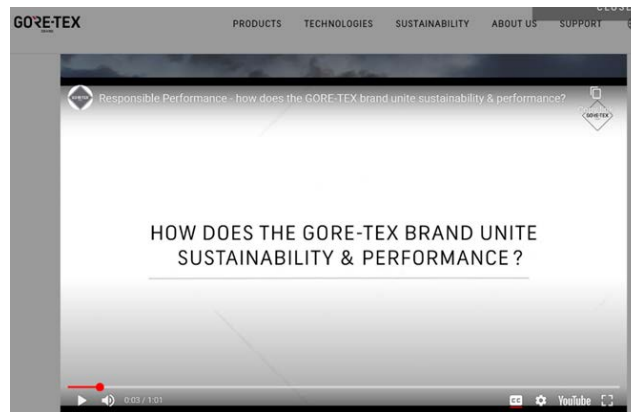
28 ⁴¹ *Acting Responsibly Through Science-Based Innovation*, Gore, <https://www.gore-tex.com/sustainability> (last accessed Jan. 28, 2025); <https://trekandmountain.com/2024/03/25/epe-gore-texs-quiet-fabric-revolution/> (last accessed Jan. 28, 2025).



As innovators in performance apparel for more than 60 years, we are committed to striving for more sustainable solutions across the industry. Through long-lasting products, science-led innovation, and our commitment to caring beyond with responsible business practices, our goal is to protect people in the outdoors and improve the environmental impact of our operations and products.

2. Gore keeps a YouTube channel with similar misleading claims about its environmental stewardship.

92. In a video on its YouTube channel, Defendant claims to hold its commitment to sustainability to the same “high level” as its commitment to performance, or “responsible performance.”⁴² Similarly, on its website, Defendant states, “As the Gore-Tex Brand, we take sustainability as seriously as take performance.”⁴³



⁴² *Responsible Performance - how does the Gore-Tex brand unite sustainability & performance?*, Gore-Tex Brand,

<https://www.youtube.com/watch?v=plOKGlyGads> (last accessed Jan. 28, 2025).

⁴³ *Acting Responsibly Through Science-Based Innovation*, Gore, <https://www.gore-tex.com/sustainability> (last accessed Jan. 28, 2025).

1 **3. Senior Gore employees consistently reinforce Defendant’s message**
2 **that its commitment to environmental stewardship is synonymous**
3 **to its commitment to performance.**

4 93. In a global marketing campaign, Defendant emphasized its focus on
5 sustainability through a new line of high-performance apparel.⁴⁴ Defendant’s
6 Fabrics Division sustainability team leader, Silke Kemmerling, stated, “We believe
7 performance and sustainability are not mutually exclusive, and protecting people
8 also means protecting the planet Responsible Performance defines our
9 sustainability commitment beyond technical product performance benefits to
10 include a wider combination of protection, comfort and sustainability. We are ...
11 striving to create products that positively impact both people and the planet, and
12 deliver the high-performance benefits customers and consumers trust and rely on
13 from us.”⁴⁵

14 As the GORE-TEX Brand, we take sustainability as seriously as we take
15 performance.

16 94. Repeating its commitment to “Responsible Performance,” Defendant’s
17 Consumer Fabrics Business Leader, Achim Löffler, stated, “The Gore-Tex brand is
18 committed to being a responsible brand and continuing our journey to discover
19 innovative products that offer customers and consumers high performance and are
20 also sustainable.” Defendant’s Fabrics Sustainable Leader, Ross MacLaine, echoed
21 that commitment, “We continue to push the boundaries of what is possible in
22 sustainability and performance in our products; lowering our footprint whilst
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25 ⁴⁴ “*Our Work is Never Done*” *Salutes Gore-Tex’s Storied Past and Sustainable*
26 *Future*, The Drum, [https://www.thedrum.com/news/2022/09/15/our-work-never-](https://www.thedrum.com/news/2022/09/15/our-work-never-done-salutes-gore-tex-s-storied-past-and-sustainable-future)
27 [done-salutes-gore-tex-s-storied-past-and-sustainable-future](https://www.thedrum.com/news/2022/09/15/our-work-never-done-salutes-gore-tex-s-storied-past-and-sustainable-future) (last accessed Jan. 28,
28 2025).

⁴⁵ *Id.*

1 continuing to meet demanding end user performance needs for protection and
2 comfort.”⁴⁶

3 **H. Gore’s practices violate the FTC Green Guides and state consumer**
4 **protection statutes.**

5 **1. The FTC’s “Green Guides” provide guidance to consumers,**
6 **companies, and courts when assessing claims related to PFAS.**

7 95. In response to the desire by increasing numbers of consumers to buy
8 environmentally friendly products and of companies to tout the environmental
9 benefits of their products, the FTC released its initial “Guides for the Use of
10 Environmental Marketing Claims” (“Green Guides”).⁴⁷

11 96. The Green Guides “apply to environmental claims in labeling,
12 advertising, promotional materials, and all other forms of marketing in any medium,
13 whether asserted directly or by implication, through words, symbols, logos,
14 depictions, product brand names, or any other means,”⁴⁸ and sets forth guidance to
15 marketers to “avoid making environmental claims that are unfair or deceptive under
16 Section 5 of the FTC Act, 15 U.S.C. § 45.”⁴⁹

17 97. “Section 5 of the FTC Act prohibits deceptive acts and practices in or
18 affecting commerce. A representation, omission, or practice is deceptive if it is likely
19 to mislead consumers acting reasonably under the circumstances and is material to
20 consumers’ decisions.”⁵⁰ “Whether a particular claim is deceptive will depend on
21 the net impression of the advertisement, label, or other promotional material at
22 issue.”⁵¹

23 ⁴⁶ *Gore’s Journey of Responsible Performance*, Suston, [https://sustonmagazine](https://sustonmagazine.com/2022/03/31/gores-journey-of-responsible-performance/)
24 [.com/2022/03/31/gores-journey-of-responsible-performance/](https://sustonmagazine.com/2022/03/31/gores-journey-of-responsible-performance/) (last accessed Jan. 28,
25 2025).

26 ⁴⁷ U.S. Code of Federal Regulations, Title 16, Part 260 (“Green Guides”).

27 ⁴⁸ 16 C.F.R. § 260.1(c).

28 ⁴⁹ Green Guides § 260.1, available at [https://www.ecfr.gov/current/title-16/](https://www.ecfr.gov/current/title-16/chapter-I/subchapter-B/part-260)
[chapter-I/subchapter-B/part-260](https://www.ecfr.gov/current/title-16/chapter-I/subchapter-B/part-260).

⁵⁰ 16 C.F.R. § 260.2.

⁵¹ 16 C.F.R. § 260.1(d) (emphasis added).

1 98. “To determine if an advertisement is deceptive, marketers must identify
2 all express and implied claims that the advertisement reasonably conveys. Marketers
3 must ensure that all reasonable interpretations of their claims are truthful, not
4 misleading, and supported by a reasonable basis before they make the claims.”⁵²
5 “[A] reasonable basis often requires competent and reliable scientific evidence [such
6 as] tests, analyses, research, or studies that have been conducted and evaluated in an
7 objective manner by qualified persons and are generally accepted in the profession
8 to yield accurate and reliable results.”⁵³

9 99. The Green Guides also play a large role in state consumer protection
10 law. At least twelve states⁵⁴ have laws that directly incorporate the standards set
11 forth in the Green Guides as the legal standard for lawfully making certain marketing
12 claims.⁵⁵ Additionally, twenty-seven states and territories⁵⁶ have laws providing that
13 the FTC’s interpretation in the Green Guides shall serve as persuasive authority for
14 courts construing a particular state consumer protection law. The Green Guides have
15 also been used as evidence in court proceedings involving false advertising
16 litigation.⁵⁷

17
18 ⁵² 16 C.F.R. § 260.2.

19 ⁵³ 16 C.F.R. § 260.2.

20 ⁵⁴ These states are Alabama, California, Florida, Indiana, Maine, Maryland,
21 Michigan, Minnesota, New Mexico, New York, Pennsylvania, Rhode Island, and
Washington.

22 ⁵⁵ April 24, 2023 Comments to FTC re Green Guides from the states of
23 California, Connecticut, Delaware, Illinois, Maryland, Michigan, Minnesota, New
Jersey, New Mexico, New York, Oregon, Rhode Island, and Wisconsin.

24 [https://oag.ca.gov/system/files/attachments/press-
docs/Comments%20to%20FTC%20re%20Green%20Guides%204.24.23.pdf](https://oag.ca.gov/system/files/attachments/press-docs/Comments%20to%20FTC%20re%20Green%20Guides%204.24.23.pdf).

25 ⁵⁶ These are Alabama, Alaska, Arizona, Connecticut, District of Columbia,
26 District of Guam, Florida, Idaho, Georgia, Illinois, Maine, Maryland,
27 Massachusetts, Michigan, Montana, New Hampshire, New Mexico, Ohio, South
Carolina, Rhode Island, Texas Tennessee, Utah, Vermont, Washington, and West
Virginia.

28 ⁵⁷ Ballan & Czarnecki, *supra* note 15, at 565.

100. The Green Guides address environmental claims by elucidating (1) general principles that apply to all environmental marketing claims; (2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims; and (3) how marketers can qualify their claims to avoid deceiving consumers. The FTC Green Guides also expressly describe a marketer's responsibilities when making environmental claims. Some of these include:

§ 260.2 Interpretation and substantiation of environmental marketing claims. A representation, omission, or practice is deceptive if it is likely to mislead consumers acting reasonably under the circumstances and is material to consumers' decisions. To determine if an advertisement is deceptive, marketers must identify all express and implied claims that the advertisement reasonably conveys. Marketers must ensure that all reasonable interpretations of their claims are truthful, not misleading, and supported by a reasonable basis *before* they make the claims. In the context of environmental marketing claims, a reasonable basis often requires competent and reliable scientific evidence [created] in an objective manner by qualified persons. (emphasis added) (citation omitted)

§ 260.3 (a) Qualifications & disclosures. To prevent deceptive claims, qualifications and disclosures should be clear, prominent, and understandable.

§ 260.3 (c) Overstatement of environmental attribute. An environmental marketing claim should not overstate, directly or by implication, an environmental attribute or benefit. Marketers should not state or imply environmental benefits if the benefits are negligible. *Example 1:* An area rug is labeled "50% more recycled content than before" [but] the manufacturer increased the recycled content of its rug from 2% recycled fiber to 3%. Although the claim is technically true, it likely conveys the false impression that the manufacturer has increased significantly the use of recycled fiber.

§ 260.4 General environmental benefit claims. (a) It is deceptive to misrepresent, directly or by implication, that a product, package or service offers a general environmental benefit. (b) Unqualified general environmental benefit claims are difficult to interpret and likely convey a wide range of meanings. In many cases, such claims likely convey that the product, package, or service has specific and far-reaching environmental benefits that may convey that the item or service has no negative environmental impact. Because it is highly unlikely that marketers can substantiate all reasonable interpretations of these claims,

1 markets should not make unqualified general
2 environmental benefit claims.

3 . . .

4 *Example 3:* A marketer's advertisement features a laser
5 printer in a bird's nest balancing on a tree branch,
6 surrounded by dense forest. In green type, the marketer
7 states, "Buy our printer. Make a change." Although the
8 advertisement does not expressly claim that the product has
9 environmental benefits, the featured images, in
10 combination with the text, likely convey that the product
11 has far reaching environmental benefits and may convey
12 that the product has no negative environmental impact.
13 Because it is highly unlikely that a marketer can
14 substantiate these claims, this advertisement is deceptive.

15 . . .

16 **§ 260.6 Certifications and seals of approval:** (a) It is
17 deceptive to misrepresent, directly or by implication, that a
18 product, package has been endorsed or certified by an
19 independent third party. (b) A marketers use of the name,
20 logo, or seal of approval of a third party certifier or
21 organization may be an endorsement, which should meet
22 the criteria of the FTC's Endorsement Guides . . . (c) Third-
23 party certification does not eliminate a marketers'
24 obligation to ensure that it has substantiation for all claims
25 reasonably communicated by the certification. (d) A
26 marketer's use of an environmental certification or seal of
27 approval likely conveys that the product offers a general
28 environmental benefit Because it is highly unlikely
that marketers can substantiate general environmental
benefit claims, marketers should not use environmental
certifications or seals that do not convey the basis for the
certification. (e) . . . To avoid deception, marketers should
use clear and prominent qualifying language that clearly
conveys that the certification or seal refers only specific
and limited benefits.

101. The Green Guides also provide guidance regarding the use of terms such
as "sustainability" as this term likely implies certain environmental benefits.
Although the Green Guides do not define sustainability per se, "this does not mean
unscrupulous marketers are free to deceive consumers."⁵⁸ Indeed, according to the
FTC, "marketers still are responsible for substantiating consumers' reasonable

⁵⁸ FTC, *The Green Guides Statement of Basis and Purpose* at 258, available at
<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguidesstatement.pdf>.

1 understanding of these claims.” For example, “if in context reasonable consumers
2 perceive a sustainable claim as a general environmental benefit claim, the marketer
3 must be able to substantiate that claim and all attendant reasonably implied claims”
4 and that, typically, a generic sustainability claim “presents substantiation
5 challenges.” For that reason, the FTC has admonished companies not to use
6 unqualified claims such as “sustainable” due to its determination that “it is highly
7 unlikely that they can substantiate reasonable interpretations of these claims.”⁵⁹

8 102. The Green Guides, as well as the state laws referenced herein, apply to
9 Defendant’s environmental benefit claims, including but not limited to statements
10 that Gore is “Committed to Sustainability” and strives for “Responsible
11 Performance”; that Gore’s products are “environmentally sound” and “made from
12 safe raw materials and chemicals with a traceable, trustworthy origin”; that certain
13 products are made from “PFC* Free Laminate”; that Gore “take sustainability as
14 seriously as we take performance”; and that environmental stewardship is “a top
15 priority for our business” (collectively, the “Environmental Marketing Claims”).

16 **2. Gore’s omissions regarding its use of PFAS in its manufacturing**
17 **process violate the FTC Green Guides and mislead consumers as**
18 **to Gore-Tex’s environmental footprint.**

19 103. The omissions within Gore’s Greenwashing Campaign violates several
20 portions of the FTC Green Guides. For example, Gore’s failure to disclose that it
21 continues to use PFAS in the manufacturing of ePTFE Gore-Tex Membrane and
22 DWR treatment violates section 260.3(c) Overstatement of environmental attribute.
23 Likewise, Gore’s extensive positioning of Gore-Tex Fabric within extremely
24 sensitive environmental areas, along with its omission that its Gore-Tex Fabric sheds
25 PFAS via ordinary use, helps Gore to convey to consumers that Gore-Tex has no

26 ⁵⁹ *FTC Sends Warning Letters to Companies Regarding Diamond Ad*
27 *Disclosures* (Apr. 2, 2019), available at [https://www.ftc.gov/news-](https://www.ftc.gov/news-events/news/press-releases/2019/04/ftc-sends-warning-letters-companies-regarding-diamond-ad-disclosures)
28 [events/news/press-releases/2019/04/ftc-sends-warning-letters-companies-regarding-](https://www.ftc.gov/news-events/news/press-releases/2019/04/ftc-sends-warning-letters-companies-regarding-diamond-ad-disclosures)
[diamond-ad-disclosures](https://www.ftc.gov/news-events/news/press-releases/2019/04/ftc-sends-warning-letters-companies-regarding-diamond-ad-disclosures).

1 negative environmental impact. This violates Section 260.4(b) and (c) General
2 Environmental Benefit Claims.

3 **3. Gore's labels and misrepresentations also deceive consumers into**
4 **thinking Gore is committed to environmental stewardship when it**
5 **is not.**

6 104. Gore's statements on its Hang Tags and on its website are environmental
7 benefit claims that fall within the purview of the Green Guides. As explained below,
8 Defendant's statements and claims neither conform to the guidance nor are
9 consistent with the examples provided in the Green Guides.

10 105. For example, Gore's Black Hang Tag states that it is "committed to
11 sustainability." But according to Section 260.4 of the Green Guides, broad terms
12 like sustainability can convey a range of reasonable meanings to a reasonable
13 consumer. As such, Gore has a duty under the guides for substantiating all
14 reasonable meanings with competent and reliable scientific evidence. Similarly,
15 Defendant provides no substantiation or support for its statement that its fabrics and
16 ePTFE membranes and DWR treatments are "environmentally sound."

17 106. Next, the statement "PFC* Free Laminate" on Gore's Brown Hang Tag
18 violates the Green Guides in two ways. First, the Green Guides state in section 260.9
19 that "Free-of" claims must not be "deceptive to misrepresent, directly or by
20 implication that a product or package or service is free of, or does not contain or use,
21 a substance." Here, Gore represents that its products do not contain PFCs in a
22 prominent place on the label. But in the fine print of the label, Gore qualifies the
23 commonly understood term of PFCs to its unilateral definition of "PFCs of
24 Environmental Concern" but does not define what that terms mean on the Hang Tag.
25 Instead, consumers would be forced to comb through pages and pages of Gore's
26 website to finally learn that ePTFE is not included in Gore's definition of PFC—
27 even though it is typically included in as a PFC in academic journals, government
28 publications, and consumer-facing websites. Second, Gore does not disclose on the

1 tag that the product was still treated with a DWR-treated coating that contains PFAS.
2 These practices violate section 260.9 Free-Of Claims of the Green Guides.

3 107. Because the net impression of Defendant's Environmental Marketing
4 Claims is likely to mislead reasonable consumers, they are deceptive. The
5 Environmental Marketing Claims are also material to the purchasing decisions of
6 reasonable consumers. Because the claims are deceptive and material and are not
7 supported or substantiated by Gore using competent and reliable scientific evidence,
8 they are in violation of Section 5 of the FTC Act as well as Washington and
9 California state laws.⁶⁰

10 **I. Gore can easily remediate its current practices so that they become not**
11 **misleading to consumers.**

12 **1. Gore-Tex can be manufactured without any detectable levels of**
13 **PFAS.**

14 108. There are many PFAS-free alternatives for both Gore-Tex's Membrane
15 and DWR Treatment. For example, in or around 2021, Gore announced that it had
16 created a new compound for its Gore-Tex Membrane that is PFAS-free.⁶¹ Gore also
17 created a PFAS-free DWR Treatment.⁶²

18 109. Moreover manufacturer-retailer Columbia utilizes a fabric titled
19 OutDry™ that has a PFAS-free membrane and treatment, Nikwax produces water-
20 based, PFAS-free DWR treatments; The North Face's Futurelight Line features a
21 PFC-free DWR treatment and a single-polymer fiber instead of PTFE; Marmot's
22 PreCip Eco jacket is PFC-free and a product from its PFAS-free collection; Helly

23 ⁶⁰ See, e.g., Cal. Bus. & Prof. Code § 17580.5(a) ("It is unlawful for a person to
24 make an untruthful, deceptive, or misleading environmental marketing claim,
25 whether explicit or implied. For the purpose of this section, 'environmental
26 marketing claim' shall include any claim contained in the 'Guides for the Use of
27 Environmental Marketing Claims' published by the Federal Trade Commission.").

28 ⁶¹ *Next Generation Gore-Tex Products with ePE Membrane*, Gore, <https://www.gore-tex.com/technology/new-products> (last accessed Jan. 28, 2025).

⁶² *Durable Water Repellant (DWR)*, Gore, <https://www.gore-tex.com/support/care/dwr> (last accessed Jan. 28, 2025).

1 Hansen's products with Lifa Infinity Pro technology, including its Odin 9 Worlds
2 Infinity 3L jacket and Verglas Infinity Shell pants, which are both PFC-free with no
3 added chemicals for water repellency; The North Face's Freedom snow pants that
4 have a PFC-free DWR coating for water resistance; and Salomon running and hiking
5 footwear are PFC or PFC EC-free.⁶³

6 **2. Gore can follow expert guidance on how to more accurately label**
7 **its Gore-Tex Products so they are not misleading to consumers.**

8 110. Consumer and environmental groups have long maintained that certain
9 PFAS labeling, that are similar to Gore's misrepresentations, can be confusing and
10 misleading to consumers. One aspect that these groups find most misleading is a
11 retailer's or manufacturer's omission as to the use of PTFE. Below is one example
12 from the Natural Resources Defense Council, a non-governmental organization
13 consisting of three million members and the expertise of over 700 scientists, lawyers,
14 and other environmental specialists.⁶⁴ This graphic explains that omitting PTFE
15 from the definition of PFC Free or PFAS Free is misleading to reasonable
16 consumers:
17
18
19
20

21 ⁶³ *Safest, Non-Toxic Jackets & Raincoats Without PFAS "Forever Chemicals"*,
22 Mamavation (Nov. 8, 2021), <https://www.mamavation.com/product-investigations/safest-nontoxic-jackets-raincoats-pfas-forever-chemicals.html> (last accessed Jan.
23 28, 2025); <https://www.fall-line.co.uk/the-north-face-futurelight-and-gore-tex/> (last
24 accessed Jan. 28, 2025); <https://www.switchbacktravel.com/reviews/marmot-precip-eco>
25 (last accessed Jan. 28, 2025); <https://www.hellyhansen.com/lifa-infinity-pro>
26 (last accessed Jan. 28, 2025); https://www.hellyhansen.com/en_us/shop/technologies/lifa-infinity-pro
27 (last accessed Jan. 28, 2025); <https://www.rei.com/product/235656/the-north-face-freedom-pants-mens>
28 (last accessed Jan. 28, 2025); <https://www.salomon.com/en-us/blog/pfc-ec-free-footwear> (last accessed Jan. 28, 2025).

⁶⁴ <https://www.nrdc.org/sites/default/files/toxic-fashion-pfas-apparel-fs.pdf>.

Labels to Watch For	What It Really Means	Recommended Action
Water-resistant, waterproof, stain-resistant, dirt-repellent, and/or DWR	Products with these labels may indicate presence of PFAS.	Ask the manufacturer if product contains any PFAS (including PTFE). If it does, avoid buying.
PFOS and/or PFOA Free	This product may contain PFAS. PFOS and PFOA refer to only two of thousands of PFAS chemicals that could be in the product.	Ask the manufacturer if product contains any PFAS (including PTFE). If it does, avoid buying.
PFC Free and/or PFCec Free	This product may contain PFAS. PFC and PFCec could refer to only a subset of PFAS chemicals and not the many thousands that have been developed since the term PFC came into use.	Ask the manufacturer if product contains any PFAS (including PTFE). If it does, avoid buying.
PFAS Free	This product could be PFAS free. Manufacturers, however, don't always include a specific type of PFAS called PTFE in their definition of PFAS, so the product may not actually be PFAS free.	Ask the manufacturer if product contains any PTFE. If it does, avoid buying.

TOXIC FASHION: REMOVE "FOREVER" PFAS CHEMICALS FROM OUR APPAREL

NRDC

111. Similarly, non-governmental organizations and academic researchers also criticize the practice of certain companies of equating PFOA and PFOS with the “worst” types of PFAS, while also implying that other PFAS chemicals are more benign to human health and the environment. In truth, once companies were forced to phase out PFOA and PFOS in 2015, they simply developed new chemicals as substitutes. But, just like PFOA and PFOS, these newer chemicals are still persistent, bio-accumulative, and toxic. And fewer studies have been completed to determine their environmental and health effects. Therefore, attempts to differentiate *between* different types of PFAS are misleading to consumers.⁶⁵

⁶⁵ <https://www.cleanwateraction.org/sites/default/files/MA%20PFAS%20Fact%20Sheet%20-%20Shopper%27s%20Guide%20to%20Avoiding%20PFAS.pdf>.

Misleading claims:

When it comes to PFAS, product claims can be misleading.

There are thousands of different types of PFAS. The first two chemicals to be introduced were PFOA (perfluorooctanoic acid) and PFOS (perfluorooctanesulfonic acid.). Voluminous research demonstrates that these chemicals are persistent, bio-accumulative and toxic. As a result, the Environmental Protection Agency worked with industry to phase out American manufacture of these chemicals in 2015.

Industry developed new chemicals to replace PFOA and PFOS. These new chemicals are sometimes called "short-chain" chemicals while PFOA and PFOS are referred to as "long-chain" or legacy chemicals.

Some industry claims:

Long-chain PFAS are unsafe, short-chain PFAS are safe.

No PFAS have been shown to be safe.

PFCec Free Durable Water Repellant (DWR) is safe.

PFCec stands for PFCs of environmental concern, and PFCec Free refers to polymers or shorter chain PFAS that industry claims are safer, but no PFAS have been shown to be safe.

This pan is PFOA-free and PFOS-free.

Products that make this claim often have other PFAS.

Fluoropolymers (large molecules with fluorine) are stable and safe.

No, they're not. They are made using harmful PFAS chemicals and they can break down into other toxic PFAS.

Industry claims: PFAS are like berries. They're all different.

Scientists around the world are calling for restrictions on the entire class of PFAS, because:

- PFAS have common characteristics that make them extremely persistent.
- Those PFAS that have been studied have been found to be toxic at very low doses.
- While every one of the thousands of PFAS have not been fully analyzed, there is enough concern about those PFAS that have been characterized to warrant caution.

V. TOLLING OF THE STATUTES OF LIMITATIONS

A. Discovery rule tolling

112. Plaintiffs' claims are timely. They and other class members had no prior knowledge of the omissions. Plaintiffs could not discover Gore's false environmental claims since the true extent of its ongoing use of PFAs contradicting these claims were concealed by the omissions and Gore's long-standing advertising and public relations campaign of actively protecting the environment.

113. Plaintiffs and other Class members had no way of knowing Gore's deception and coverup about its real negative environmental impact by its continued use of PFAS in face of growing evidence that all PFAS (e.g., both long chained and short chained) result in both health and environmental risks. Even a visit to Gore's website today shows its attempt to falsely recast itself as a protector of the environment and leaving as little negative impact on the environment as possible (exactly what it knew its target market wanted).

114. Within the time period of any applicable statutes of limitation, Plaintiffs and members of the proposed classes could not have discovered through the exercise of reasonable diligence that Gore was concealing the conduct complained of herein

1 and was misrepresenting its true position with respect to the sustainability and
2 negative environmental impact it caused by continued use of PFAS in its products.

3 115. Plaintiffs and the other Class members did not discover, and did not
4 know of, facts that would have caused a reasonable person to suspect that Gore did
5 not report information within its knowledge to federal and state authorities or
6 consumers; nor would a reasonable and diligent investigation have disclosed this
7 information, which was discovered by Plaintiffs only shortly before this action was
8 filed. Nor in any event would such an investigation on the part of Plaintiffs and other
9 Class members have disclosed that Gore valued profits over truthful marketing and
10 compliance with law.

11 116. For these reasons, all applicable statutes of limitation have been tolled
12 by operation of the discovery rule with respect to claims alleged herein.

13 **B. Fraudulent concealment tolling**

14 117. All applicable statutes of limitation have also been tolled by Gore's
15 knowing and active fraudulent concealment, omissions and suppressions, and denial
16 of the facts alleged herein throughout the time period relevant to this action.

17 118. Instead of directly informing the public about its ongoing use of PFAS
18 that have both environmental and health risk, Gore chose to misconstrue, mislead,
19 and hide its real sustainability issues all while touting itself as taking sustainability
20 "serious" and protecting the environment.

21 **C. Estoppel**

22 119. By consistently touting its environmentally friendly products, Gore was
23 under a duty to disclose to Plaintiffs and the other Class members the true character,
24 quality, and nature of the PFAS utilized in its products, including the environmental
25 impact and health risks.

26 120. Gore knowingly, affirmatively, and actively concealed, omitted or
27 suppressed, or recklessly disregarded the true character, quality, and nature of the
28 PFAS utilized in its products, including the environmental impact and health risks.

121. Based on the foregoing, Gore is estopped from relying on any statutes of limitations in defense of this action.

VI. CLASS ACTION ALLEGATIONS

122. Plaintiffs bring this action on behalf of themselves and as a class action pursuant to the provisions of Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following classes:⁶⁶

Washington Class

All persons who purchased Gore-Tex Fabric between January 1, 2018, and December 31, 2024, in the state of Washington.

California Class

All persons who purchased Gore-Tex Fabric between January 1, 2018, and December 31, 2024, in the state of California.

Illinois Class

All persons who purchased Gore-Tex Fabric between January 1, 2018, and December 31, 2024, in the state of Illinois.

Minnesota Class

All persons who purchased Gore-Tex Fabric between January 1, 2018, and December 31, 2024, in the state of Minnesota.

Multistate Class One

All persons who purchased Gore-Tex Fabric between January 1, 2018, and December 31, 2024, in the states of Alabama, Florida, Indiana, Maine, Maryland, Michigan, New Mexico, New York, and Pennsylvania.

Multistate Class Two

All persons who purchased Gore-Tex Fabric between January 1, 2018, and December 31, 2024, in the states of Alaska, Arizona, Connecticut, Idaho, Georgia, Massachusetts, Montana, New Hampshire, Ohio, South Carolina, Tennessee, Texas, Utah, Vermont, West Virginia, and the District of Columbia.

⁶⁶ Collectively, the “Class,” unless otherwise noted.

123. Excluded from the Class are Gore and its subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; and the judge to whom this case is assigned and his/her immediate family. Plaintiffs reserve the right to revise the Class definition based upon information learned through discovery.

124. Certification of Plaintiffs' claims for classwide treatment is appropriate because Plaintiffs can prove the elements of their claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

125. This action has been brought and may be properly maintained on behalf of each of the Classes proposed herein under Federal Rule of Civil Procedure 23.

126. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Plaintiffs are informed and believe that annual sales of waterproof breathable textiles in the United States range from \$277 to \$261 million between 2014 and 2024,⁶⁷ and that a significant market share of these sales include products made with Gore-Tex Fabric, and therefore estimate the number of class members to be more than one million. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, email, text messages, social media, Internet postings, and/or published notice.

127. Commonality and Predominance. Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3): This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

a. Whether Gore engaged in the conduct alleged herein;

⁶⁷ <https://www.statista.com/statistics/857055/waterproof-breathable-textiles-us-market-value-forecast/>

- b. Whether Gore designed, advertised, marketed, distributed, sold, or otherwise placed Gore-Tex Fabric into the stream of commerce in the United States;
- c. Whether Gore made specific claims to consumers of environmental stewardship regarding the supply chain for Gore-Tex Fabric;
- d. Whether Gore knew of the environmental damage caused by using PFAS in the manufacturing process for its Gore-Tex Fabric;
- e. Whether Gore's conduct violates consumer protection statutes, the common law of fraudulent concealment, and other laws as asserted herein;
- b. Whether Gore knew or should have known of the PFAS shedding during ordinary use of Gore-Tex Fabric;
- c. Whether Plaintiffs and the other Class members overpaid for their Gore-Tex Fabric as a result of the fraud alleged herein;
- d. Whether Plaintiffs and the other Class members are entitled to equitable relief; and
- e. Whether Plaintiffs and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.

128. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through Gore's wrongful conduct as described above.

129. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other members of the Classes each respectively seeks to represent; Plaintiffs have retained counsel competent and experienced in complex class action

1 litigation; and Plaintiffs intend to prosecute this action vigorously. The Class's
2 interests will be fairly and adequately protected by Plaintiffs and their counsel.

3 130. Declaratory and Injunctive Relief. Federal Rule of Civil Procedure
4 23(b)(2): Gore has acted or refused to act on grounds generally applicable to
5 Plaintiffs and the other members of the Class, thereby making appropriate final
6 injunctive relief and declaratory relief, as described below, with respect to the Class
7 as a whole.

8 131. Superiority. Federal Rule of Civil Procedure 23(b)(3): A class action is
9 superior to any other available means for the fair and efficient adjudication of this
10 controversy and no unusual difficulties are likely to be encountered in the
11 management of this class action. The damages or other financial detriment suffered
12 by Plaintiffs and the other Class members are relatively small compared to the
13 burden and expense that would be required to individually litigate their claims
14 against Gore, so it would be impracticable for Class members to individually seek
15 redress for Gore's wrongful conduct. Even if Class members could afford individual
16 litigation, the court system could not. Individualized litigation creates a potential for
17 inconsistent or contradictory judgments, and increases the delay and expense to all
18 parties and the court system. By contrast, the class action device presents far fewer
19 management difficulties and provides the benefits of single adjudication, economy
20 of scale, and comprehensive supervision by a single court.

21 I. CLAIMS FOR RELIEF

22 A. Claims brought on behalf of the Washington Class

23 COUNT I 24 VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (WASH. REV. CODE ANN. § 19.86.010, *ET SEQ.*)

25 132. Plaintiff Micah Mason ("Plaintiff" for purposes of all Washington Class
26 Counts) incorporates by reference all preceding allegations as though fully set forth
27 herein.

28 133. Plaintiff brings this Count on behalf of the Washington Class.

134. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

135. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

136. The Washington Consumer Protection Act (“Washington CPA”) broadly prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Wash. Rev. Code Ann. § 19.96.010.

137. Gore committed the acts complained of herein in the course of “trade” or “commerce” within the meaning of Wash. Rev. Code Ann. § 19.96.010.

138. Gore’s deceptive practices, as alleged herein, are injurious to the public interest as it has the capacity to injure other persons.

139. Gore has violated portions of section 260 of the FTC Green Guides, which have been incorporated into RCWA 70A.455.020 and RCWA 19.86.920.

140. Gore is liable to Plaintiff for damages in amounts to be proven at trial, including attorneys’ fees, costs, and treble damages, as well as any other remedies the Court may deem appropriate under Wash. Rev. Code Ann. § 19.86.090.

**COUNT II
FRAUDULENT CONCEALMENT
(BASED ON WASHINGTON LAW)**

141. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

142. Plaintiff brings this Count on behalf of the Washington Class.

143. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

144. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

145. Gore voluntarily represented that its Gore-Tex Fabric was environmentally sustainable and therefore is required to make a full and fair disclosure under Washington law. Gore therefore had a duty to disclose the material facts as additional information in order to make its Gore-Tex Sustainability Promise website (as well as Gore’s other environmental claims including on its Gore-Tex packaging) not misleading. Gore also knew that these representations were false when made.

146. Gore’s omissions and/or misrepresentations alleged herein caused Plaintiffs and the other Washington Class members to make their Gore-Tex

1 purchases. Plaintiffs were unaware of these material facts, and had Gore
2 communicated these material facts to consumers, Plaintiffs and the other
3 Washington Class members would not have purchased Gore-Tex products or would
4 not have purchased Gore-Tex products at the prices they paid. Accordingly,
5 Plaintiffs and the other Washington Class members have suffered injury in fact,
6 including lost money or property, as a result of Gore's misrepresentations and
7 omissions.

8 147. Accordingly, Gore is liable to Plaintiffs and the other Washington Class
9 members for damages in an amount to be proven at trial, including but not limited
10 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

11 148. Gore's acts were done wantonly, maliciously, oppressively,
12 deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and other
13 Washington Class members' rights and the representations that Gore made to them,
14 in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
15 in an amount sufficient to deter such conduct in the future, which amount is to be
16 determined according to proof.

17 **B. Claims brought on behalf of the Alabama Class**

18 **COUNT III**
19 **FRAUDULENT CONCEALMENT**
20 **(BASED ON ALABAMA LAW)**

21 149. Plaintiffs incorporate by reference all preceding allegations as though
22 fully set forth herein.

23 150. Plaintiffs bring this Count on behalf of the Alabama Class.

24 151. Gore intentionally concealed and suppressed material facts regarding its
25 Gore-Tex Fabric. These material facts included that (i) Gore continues to
26 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
27 chemical" resistant to degradation even while claiming its products are
28 "environmentally sound" and that Gore is highly committed to "environmental
sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a

1 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
2 Fabric sheds PFAS via ordinary use.

3 152. Gore also made the following misrepresentations that are likely to
4 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
5 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
6 deviating from common definitions used by the EPA, environmental groups and
7 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
8 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

9 153. Gore voluntarily represented that its Gore-Tex Fabric was
10 environmentally sustainable and therefore is required to make a full and fair
11 disclosure under Alabama law. Gore therefore had a duty to disclose the material
12 facts as additional information in order to make its Gore-Tex Sustainability Promise
13 website (as well as Gore's other environmental claims including on its Gore-Tex
14 Fabric packaging) not misleading. Gore also knew that these representations were
15 false when made.

16 154. Gore's omissions and/or misrepresentations alleged herein caused
17 Plaintiffs and the other Alabama Class members to make their Gore-Tex purchases.
18 Plaintiffs were unaware of these material facts, and had Gore communicated these
19 material facts to consumers, Plaintiffs and the other Alabama Class members would
20 not have purchased Gore-Tex products or would not have purchased Gore-Tex
21 products at the prices they paid. Accordingly, Plaintiffs and the other Alabama Class
22 members have suffered injury in fact, including lost money or property, as a result
23 of Gore's misrepresentations and omissions.

24 155. Accordingly, Gore is liable to Plaintiffs and the other Alabama Class
25 members for damages in an amount to be proven at trial, including but not limited
26 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

27 156. Gore's acts were done wantonly, maliciously, oppressively,
28 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other

1 Alabama Class members' rights and the representations that Gore made to them, in
2 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
3 in an amount sufficient to deter such conduct in the future, which amount is to be
4 determined according to proof.

5 **C. Claims brought on behalf of the Alaska Class**

6 **COUNT IV**
7 **FRAUDULENT CONCEALMENT**
8 **(BASED ON ALASKA LAW)**

9 157. Plaintiffs incorporate by reference all preceding allegations as though
10 fully set forth herein.

11 158. Plaintiffs bring this Count on behalf of the Alaska Class.

12 159. Gore intentionally concealed and suppressed material facts regarding its
13 Gore-Tex Fabric. These material facts included that (i) Gore continues to
14 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
15 chemical" resistant to degradation even while claiming its products are
16 "environmentally sound" and that Gore is highly committed to "environmental
17 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
18 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
19 Fabric sheds PFAS via ordinary use.

20 160. Gore also made the following misrepresentations that are likely to
21 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
22 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
23 deviating from common definitions used by the EPA, environmental groups and
24 academic researchers; (ii) Gore's direct-to-consumer sales website confuses
25 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

26 161. Gore voluntarily represented that its Gore-Tex Fabric was
27 environmentally sustainable and therefore is required to make a full and fair
28 disclosure under Alaska law. Gore therefore had a duty to disclose the material facts
as additional information in order to make its Gore-Tex Sustainability Promise

1 website (as well as Gore's other environmental claims including on its Gore-Tex
2 Fabric packaging) not misleading. Gore also knew that these representations were
3 false when made.

4 162. Gore's omissions and/or misrepresentations alleged herein caused
5 Plaintiffs and the other Alaska Class members to make their Gore-Tex purchases.
6 Plaintiffs were unaware of these material facts, and had Gore communicated these
7 material facts to consumers, Plaintiffs and the other Alaska Class members would
8 not have purchased Gore-Tex products or would not have purchased Gore-Tex
9 products at the prices they paid. Accordingly, Plaintiffs and the other Alaska Class
10 members have suffered injury in fact, including lost money or property, as a result
11 of Gore's misrepresentations and omissions.

12 163. Accordingly, Gore is liable to Plaintiffs and the other Alaska Class
13 members for damages in an amount to be proven at trial, including but not limited
14 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

15 164. Gore's acts were done wantonly, maliciously, oppressively,
16 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
17 Alaska Class members' rights and the representations that Gore made to them, in
18 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
19 in an amount sufficient to deter such conduct in the future, which amount is to be
20 determined according to proof.

21 **D. Claims brought on behalf of the Arizona Class**

22 **COUNT V**
23 **VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT**
24 **(ARIZONA REV. STAT. § 44-1521, ET SEQ.)**

25 165. Plaintiffs hereby incorporate by reference the allegations contained in
26 the preceding paragraphs of this complaint.

27 166. This claim is brought by Plaintiffs on behalf of the Arizona Class.

28 167. Gore intentionally concealed and suppressed material facts regarding its
Gore-Tex Fabric. These material facts included that (i) Gore continues to

1 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
2 chemical” resistant to degradation even while claiming its products are
3 “environmentally sound” and that Gore is highly committed to “environmental
4 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
5 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
6 Fabric sheds PFAS via ordinary use.

7 168. Gore also made the following misrepresentations that are likely to
8 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
9 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
10 deviating from common definitions used by the EPA, environmental groups and
11 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
12 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

13 169. The Arizona Consumer Fraud Act (Arizona CFA) provides that “[t]he
14 act, use or employment by any person of any deception, deceptive act or practice,
15 fraud . . . , misrepresentation, or concealment, suppression or omission of any
16 material fact with intent that others rely upon such concealment, suppression or
17 omission, in connection with the sale . . . of any merchandise whether or not any
18 person has in fact been misled, deceived or damaged thereby, is declared to be an
19 unlawful practice.” Ariz. Rev. Stat. § 44-1522(A).

20 170. Defendants, Plaintiffs, and Arizona Class members are “persons” within
21 the meaning of the Arizona CFA, Ariz. Rev. Stat. § 44-1521(6).

22 171. The Gore-Tex Fabric at issue is “merchandise” within the meaning of
23 Ariz. Rev. Stat. § 44-1521(5).

24 172. Defendant’s conduct, as set forth above, occurred in the conduct of trade
25 or commerce.

26 173. Pursuant to the Arizona CFA, Plaintiffs seek monetary relief against
27 Defendant in an amount to be determined at trial. Plaintiffs also seek punitive
28

1 damages because Defendant engaged in aggravated and outrageous conduct with an
2 evil mind.

3 174. Plaintiffs also seek an order enjoining each Defendant's unfair,
4 unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper
5 relief available under the Arizona CFA.

6 **COUNT VI**
7 **FRAUDULENT CONCEALMENT**
8 **(BASED ON ARIZONA LAW)**

9 175. Plaintiffs incorporate by reference all preceding allegations as though
10 fully set forth herein.

11 176. Plaintiffs bring this Count on behalf of the Arizona Class.

12 177. Gore intentionally concealed and suppressed material facts regarding its
13 Gore-Tex Fabric. These material facts included that (i) Gore continues to
14 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
15 chemical" resistant to degradation even while claiming its products are
16 "environmentally sound" and that Gore is highly committed to "environmental
17 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
18 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
19 Fabric sheds PFAS via ordinary use.

20 178. Gore also made the following misrepresentations that are likely to
21 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
22 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
23 deviating from common definitions used by the EPA, environmental groups and
24 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
25 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

26 179. Gore voluntarily represented that its Gore-Tex Fabric was
27 environmentally sustainable and therefore is required to make a full and fair
28 disclosure under Arizona law. Gore therefore had a duty to disclose the material
facts as additional information in order to make its Gore-Tex Sustainability Promise

1 website (as well as Gore's other environmental claims including on its Gore-Tex
2 Fabric packaging) not misleading. Gore also knew that these representations were
3 false when made.

4 180. Gore's omissions and/or misrepresentations alleged herein caused
5 Plaintiffs and the other Arizona Class members to make their Gore-Tex purchases.
6 Plaintiffs were unaware of these material facts, and had Gore communicated these
7 material facts to consumers, Plaintiffs and the other Arizona Class members would
8 not have purchased Gore-Tex products or would not have purchased Gore-Tex
9 products at the prices they paid. Accordingly, Plaintiffs and the other Arizona Class
10 members have suffered injury in fact, including lost money or property, as a result
11 of Gore's misrepresentations and omissions.

12 181. Accordingly, Gore is liable to Plaintiffs and the other Arizona Class
13 members for damages in an amount to be proven at trial, including but not limited
14 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

15 182. Gore's acts were done wantonly, maliciously, oppressively,
16 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
17 Arizona Class members' rights and the representations that Gore made to them, in
18 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
19 in an amount sufficient to deter such conduct in the future, which amount is to be
20 determined according to proof.

21 **E. Claims brought on behalf of the California Class**

22 **COUNT VII**
23 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
24 **(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)**

25 183. Plaintiff Dionysios Tsirkas ("Plaintiff" for purposes of all California
26 Class Counts) incorporates by reference all preceding allegations as though fully set
27 forth herein.

28 184. Plaintiffs incorporate by reference all preceding allegations as though
fully set forth herein.

1 185. Plaintiffs bring this Count on behalf of the California Class.

2 186. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code
3 § 17200, et seq., proscribes acts of unfair competition, including "any unlawful,
4 unfair or fraudulent business act or practice and unfair, deceptive, untrue or
5 misleading advertising."

6 187. Gore's conduct, as described herein, was and is in violation of the UCL
7 in at least the following ways:

8 188. Gore intentionally concealed and suppressed material facts regarding its
9 Gore-Tex Fabric. These material facts included that (i) Gore continues to
10 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
11 chemical" resistant to degradation even while claiming its products are
12 "environmentally sound" and that Gore is highly committed to "environmental
13 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
14 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
15 Fabric sheds PFAS via ordinary use.

16 189. Gore also made the following misrepresentations that are likely to
17 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
18 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
19 deviating from common definitions used by the EPA, environmental groups and
20 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
21 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

22 190. Gore's omissions and/or misrepresentations alleged herein caused
23 Plaintiffs and the other California Class members to make their Gore-Tex purchases.
24 Absent those omissions and/or misrepresentations, Plaintiffs and the other
25 California Class members would not have purchased Gore-Tex products or would
26 not have purchased Gore-Tex products at the prices they paid. Accordingly,
27 Plaintiffs and the other California Class members have suffered injury in fact,
28

1 including lost money or property, as a result of Gore's misrepresentations and
2 omissions.

3 191. Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent acts
4 or practices by Gore under Cal. Bus. & Prof. Code § 17200.

5 192. Plaintiffs request that this Court enter such orders or judgments as may
6 be necessary to enjoin Gore from continuing its unfair, unlawful, and/or deceptive
7 practices and to restore to Plaintiffs and members of the California Class any money
8 it acquired by unfair competition, including restitution and/or restitutionary
9 disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Civ. Code
10 § 3345; and for such other relief set forth below.

11 **COUNT VIII**
12 **FRAUDULENT CONCEALMENT**
(BASED ON CALIFORNIA LAW)

13 193. Plaintiffs incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 194. Plaintiffs bring this Count on behalf of the California Class.

16 195. Gore intentionally concealed and suppressed material facts regarding its
17 Gore-Tex Fabric. These material facts included that (i) Gore continues to
18 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
19 chemical" resistant to degradation even while claiming its products are
20 "environmentally sound" and that Gore is highly committed to "environmental
21 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
22 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
23 Fabric sheds PFAS via ordinary use.

24 196. Gore also made the following misrepresentations that are likely to
25 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
26 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
27 deviating from common definitions used by the EPA, environmental groups and
28

1 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
2 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

3 197. Gore voluntarily represented that its Gore-Tex Fabric was
4 environmentally sustainable and therefore is required to make a full and fair
5 disclosure under California law. Gore therefore had a duty to disclose the material
6 facts as additional information in order to make its Gore-Tex Sustainability Promise
7 website (as well as Gore's other environmental claims including on its Gore-Tex
8 Fabric packaging) not misleading. Gore also knew that these representations were
9 false when made.

10 198. Gore's omissions and/or misrepresentations alleged herein caused
11 Plaintiffs and the other California Class members to make their Gore-Tex purchases.
12 Plaintiffs were unaware of these material facts, and had Gore communicated these
13 material facts to consumers, Plaintiffs and the other California Class members would
14 not have purchased Gore-Tex products or would not have purchased Gore-Tex
15 products at the prices they paid. Accordingly, Plaintiffs and the other California
16 Class members have suffered injury in fact, including lost money or property, as a
17 result of Gore's misrepresentations and omissions.

18 199. Accordingly, Gore is liable to Plaintiffs and the other California Class
19 members for damages in an amount to be proven at trial, including but not limited
20 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

21 200. Gore's acts were done wantonly, maliciously, oppressively,
22 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
23 California Class members' rights and the representations that Gore made to them, in
24 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
25 in an amount sufficient to deter such conduct in the future, which amount is to be
26 determined according to proof.

F. Claims brought on behalf of the Connecticut Class

**COUNT IX
VIOLATION OF THE CONNECTICUT UNFAIR
TRADE PRACTICES ACT
(CONN. GEN. STAT. § 42-110A, *ET SEQ.*)**

201. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

202. This claim is brought by Plaintiffs on behalf of the Connecticut Class.

203. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

204. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

205. The Connecticut Unfair Trade Practices Act (Connecticut UTPA) provides: “No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Conn. Gen. Stat. § 42-110b(a).

206. Defendant is a “person” within the meaning of Conn. Gen. Stat. § 42-110a(3).

207. Defendant's challenged conduct occurred in "trade" or "commerce" within the meaning of Conn. Gen. Stat. § 42-110a(4).

208. Plaintiffs and Connecticut Class members are entitled to recover their actual damages, punitive damages, and attorneys' fees pursuant to Conn. Gen. Stat. § 42-110g.

209. Defendant acted with reckless indifference to another's rights, or wanton or intentional violation of another's rights and otherwise engaged in conduct amounting to a particularly aggravated, deliberate disregard for the rights and safety of others. Therefore, punitive damages are warranted.

**COUNT X
FRAUDULENT CONCEALMENT
(BASED ON CONNECTICUT LAW)**

210. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

211. Plaintiffs bring this Count on behalf of the Connecticut Class.

212. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful "forever chemical" resistant to degradation even while claiming its products are "environmentally sound" and that Gore is highly committed to "environmental sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

213. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore's direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

1 214. Gore voluntarily represented that its Gore-Tex Fabric was
2 environmentally sustainable and therefore is required to make a full and fair
3 disclosure under Connecticut law. Gore therefore had a duty to disclose the material
4 facts as additional information in order to make its Gore-Tex Sustainability Promise
5 website (as well as Gore's other environmental claims including on its Gore-Tex
6 Fabric packaging) not misleading. Gore also knew that these representations were
7 false when made.

8 215. Gore's omissions and/or misrepresentations alleged herein caused
9 Plaintiffs and the other Connecticut Class members to make their Gore-Tex
10 purchases. Plaintiffs were unaware of these material facts, and had Gore
11 communicated these material facts to consumers, Plaintiffs and the other
12 Connecticut Class members would not have purchased Gore-Tex products or would
13 not have purchased Gore-Tex products at the prices they paid. Accordingly,
14 Plaintiffs and the other Connecticut Class members have suffered injury in fact,
15 including lost money or property, as a result of Gore's misrepresentations and
16 omissions.

17 216. Accordingly, Gore is liable to Plaintiffs and the other Connecticut Class
18 members for damages in an amount to be proven at trial, including but not limited
19 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

20 217. Gore's acts were done wantonly, maliciously, oppressively,
21 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
22 Connecticut Class members' rights and the representations that Gore made to them,
23 in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
24 in an amount sufficient to deter such conduct in the future, which amount is to be
25 determined according to proof.
26
27
28

G. Claims brought on behalf of the District of Columbia (“DC”)

**COUNT XI
FRAUDULENT CONCEALMENT
(BASED ON DC LAW)**

218. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

219. Plaintiffs bring this Count on behalf of the DC Class.

220. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

221. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

222. Gore voluntarily represented that its Gore-Tex Fabric was environmentally sustainable and therefore is required to make a full and fair disclosure under District of Columbia law. Gore therefore had a duty to disclose the material facts as additional information in order to make its Gore-Tex Sustainability Promise website (as well as Gore’s other environmental claims including on its Gore-Tex Fabric packaging) not misleading. Gore also knew that these representations were false when made.

223. Gore's omissions and/or misrepresentations alleged herein caused Plaintiffs and the other DC Class members to make their Gore-Tex purchases. Plaintiffs were unaware of these material facts, and had Gore communicated these material facts to consumers, Plaintiffs and the other DC Class members would not have purchased Gore-Tex products or would not have purchased Gore-Tex products at the prices they paid. Accordingly, Plaintiffs and the other DC Class members have suffered injury in fact, including lost money or property, as a result of Gore's misrepresentations and omissions.

224. Accordingly, Gore is liable to Plaintiffs and the other DC Class members for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

225. Gore's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other DC Class members' rights and the representations that Gore made to them, in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

H. Claims brought on behalf of the Florida Class

COUNT XII FRAUDULENT CONCEALMENT (BASED ON FLORIDA LAW)

226. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

227. Plaintiffs bring this Count on behalf of the Florida Class.

228. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful "forever chemical" resistant to degradation even while claiming its products are "environmentally sound" and that Gore is highly committed to "environmental

1 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
2 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
3 Fabric sheds PFAS via ordinary use.

4 229. Gore also made the following misrepresentations that are likely to
5 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
6 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
7 deviating from common definitions used by the EPA, environmental groups and
8 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
9 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

10 230. Gore voluntarily represented that its Gore-Tex Fabric was
11 environmentally sustainable and therefore is required to make a full and fair
12 disclosure under Florida law. Gore therefore had a duty to disclose the material facts
13 as additional information in order to make its Gore-Tex Sustainability Promise
14 website (as well as Gore’s other environmental claims including on its Gore-Tex
15 Fabric packaging) not misleading. Gore also knew that these representations were
16 false when made.

17 231. Gore’s omissions and/or misrepresentations alleged herein caused
18 Plaintiffs and the other Florida Class members to make their Gore-Tex purchases.
19 Plaintiffs were unaware of these material facts, and had Gore communicated these
20 material facts to consumers, Plaintiffs and the other Florida Class members would
21 not have purchased Gore-Tex products or would not have purchased Gore-Tex
22 products at the prices they paid. Accordingly, Plaintiffs and the other Florida Class
23 members have suffered injury in fact, including lost money or property, as a result
24 of Gore’s misrepresentations and omissions.

25 232. Accordingly, Gore is liable to Plaintiffs and the other Florida Class
26 members for damages in an amount to be proven at trial, including but not limited
27 to, benefit-of-the-bargain damages, restitution and/or diminution of value.
28

233. Gore's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other Florida Class members' rights and the representations that Gore made to them, in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

I. Claims brought on behalf of the Georgia Class

**COUNT XIII
FRAUDULENT CONCEALMENT
(BASED ON GEORGIA LAW)**

234. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

235. Plaintiffs bring this Count on behalf of the Georgia Class.

236. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful "forever chemical" resistant to degradation even while claiming its products are "environmentally sound" and that Gore is highly committed to "environmental sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

237. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore's direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

238. Gore voluntarily represented that its Gore-Tex Fabric was environmentally sustainable and therefore is required to make a full and fair

1 disclosure under Georgia law. Gore therefore had a duty to disclose the material
2 facts as additional information in order to make its Gore-Tex Sustainability Promise
3 website (as well as Gore's other environmental claims including on its Gore-Tex
4 Fabric packaging) not misleading. Gore also knew that these representations were
5 false when made.

6 239. Gore's omissions and/or misrepresentations alleged herein caused
7 Plaintiffs and the other Georgia Class members to make their Gore-Tex purchases.
8 Plaintiffs were unaware of these material facts, and had Gore communicated these
9 material facts to consumers, Plaintiffs and the other Georgia Class members would
10 not have purchased Gore-Tex products or would not have purchased Gore-Tex
11 products at the prices they paid. Accordingly, Plaintiffs and the other Georgia Class
12 members have suffered injury in fact, including lost money or property, as a result
13 of Gore's misrepresentations and omissions.

14 240. Accordingly, Gore is liable to Plaintiffs and the other Georgia Class
15 members for damages in an amount to be proven at trial, including but not limited
16 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

17 241. Gore's acts were done wantonly, maliciously, oppressively,
18 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
19 Georgia Class members' rights and the representations that Gore made to them, in
20 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
21 in an amount sufficient to deter such conduct in the future, which amount is to be
22 determined according to proof.

23 **J. Claims brought on behalf of the Idaho Class**

24 **COUNT XIV**
25 **VIOLATION OF THE IDAHO CONSUMER PROTECTION ACT**
26 **(IDAHO CODE ANN. § 48-601, *ET SEQ.*)**

27 242. Plaintiffs hereby incorporate by reference the allegations contained in
28 the preceding paragraphs of this complaint.

243. This claim is brought by Plaintiffs on behalf of the Idaho Class.

1 244. Gore intentionally concealed and suppressed material facts regarding its
2 Gore-Tex Fabric. These material facts included that (i) Gore continues to
3 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
4 chemical” resistant to degradation even while claiming its products are
5 “environmentally sound” and that Gore is highly committed to “environmental
6 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
7 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
8 Fabric sheds PFAS via ordinary use.

9 245. Gore also made the following misrepresentations that are likely to
10 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
11 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
12 deviating from common definitions used by the EPA, environmental groups and
13 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
14 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

15 246. The Idaho Consumer Protection Act (Idaho CPA) prohibits deceptive
16 business practices, including, but not limited to, “(11) [m]aking false or misleading
17 statements of fact concerning the reasons for, existence of, or amounts of price
18 reductions”; “(17) [e]ngaging in any act or practice which is otherwise misleading,
19 false, or deceptive to the consumer”; or “(18) engaging in any unconscionable
20 method, act or practice in the conduct of trade or commerce,” Idaho Code Ann. §
21 48-603.

22 247. Defendant is a “person” under Idaho Code Ann. § 48-602(1).

23 248. Defendant’s acts or practices as set forth above occurred in the conduct
24 of “trade” or “commerce” under Idaho Code Ann. § 48-602(2).

25 249. Pursuant to Idaho Code § 48-608, Plaintiffs seek monetary relief against
26 Defendant measured as the greater of (a) actual damages in an amount to be
27 determined at trial and (b) statutory damages in the amount of \$1000 for each
28 plaintiff.

1 250. Plaintiffs also seek an order enjoining Defendant's unfair, unlawful,
2 and/or deceptive practices, attorneys' fees, and any other just and proper relief
3 available under the Idaho CPA.

4 251. Plaintiffs also seek punitive damages against Defendant because
5 Defendant's conduct evidences an extreme deviation from reasonable standards.
6 Defendant flagrantly, maliciously, and fraudulently misrepresented the
7 environmental sustainability of Gore-Tex Fabric and concealed facts that only it
8 knew. Defendant's unlawful conduct constitutes malice, oppression and fraud
9 warranting punitive damages.

10 **COUNT XV**
11 **FRAUDULENT CONCEALMENT**
12 **(BASED ON IDAHO LAW)**

13 252. Plaintiffs incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 253. Plaintiffs bring this Count on behalf of the Idaho Class.

16 254. Gore intentionally concealed and suppressed material facts regarding its
17 Gore-Tex Fabric. These material facts included that (i) Gore continues to
18 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
19 chemical" resistant to degradation even while claiming its products are
20 "environmentally sound" and that Gore is highly committed to "environmental
21 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
22 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
23 Fabric sheds PFAS via ordinary use.

24 255. Gore also made the following misrepresentations that are likely to
25 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
26 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
27 deviating from common definitions used by the EPA, environmental groups and
28 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

1 256. Gore voluntarily represented that its Gore-Tex Fabric was
2 environmentally sustainable and therefore is required to make a full and fair
3 disclosure under Idaho law. Gore therefore had a duty to disclose the material facts
4 as additional information in order to make its Gore-Tex Sustainability Promise
5 website (as well as Gore's other environmental claims including on its Gore-Tex
6 Fabric packaging) not misleading. Gore also knew that these representations were
7 false when made.

8 257. Gore's omissions and/or misrepresentations alleged herein caused
9 Plaintiffs and the other Idaho Class members to make their Gore-Tex purchases.
10 Plaintiffs were unaware of these material facts, and had Gore communicated these
11 material facts to consumers, Plaintiffs and the other Idaho Class members would not
12 have purchased Gore-Tex products or would not have purchased Gore-Tex products
13 at the prices they paid. Accordingly, Plaintiffs and the other Idaho Class members
14 have suffered injury in fact, including lost money or property, as a result of Gore's
15 misrepresentations and omissions.

16 258. Accordingly, Gore is liable to Plaintiffs and the other Idaho Class
17 members for damages in an amount to be proven at trial, including but not limited
18 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

19 259. Gore's acts were done wantonly, maliciously, oppressively,
20 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
21 Idaho Class members' rights and the representations that Gore made to them, in
22 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
23 in an amount sufficient to deter such conduct in the future, which amount is to be
24 determined according to proof.

K. Claims brought on behalf of the Illinois Class

**COUNT XVI
VIOLATION OF THE ILLINOIS CONSUMER FRAUD
AND DECEPTIVE BUSINESS PRACTICES ACT
(815 ILCS 505/1, *ET SEQ.* AND 720 ILCS 295/1A)**

260. Plaintiff Adrian Washington (“Plaintiff” for purposes of all Illinois Class Counts) incorporates by reference all preceding allegations as though fully set forth herein.

261. Plaintiff Adrian Washington brings this Count on behalf of the Illinois Class.

262. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

263. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

264. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois CFA”) prohibits “unfair or deceptive acts or practices, including, but not limited to, the use of employment of any deception, fraud, false pretense, tales promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or

1 omission of such material fact . . . in the conduct of trade or commerce . . . whether
2 any person has in fact been misled, deceived, or damaged thereby.” 815 ILCS 505/2.

3 265. Gore is a “person” as that term is defined in 815 ILCS 505/1(c).

4 266. Plaintiff and Illinois Class members are “consumers” as that term is
5 defined in 815 ILCS 505/1(e).

6 267. 815 Ill. Comp. Stat. Ann. 505/2 provides that “in construing this section
7 consideration shall be given to the interpretations of the Federal Trade Commission
8 and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

9 268. Gore’s overall packaging misled and deceived reasonable consumers
10 because Gore omitted, suppressed, and concealed that its Gore-Tex Fabric was not
11 environmentally beneficial, while representing environmentally beneficial quality
12 and characteristics.

13 269. Gore’s communications on its Gore-Tex Fabric packaging demonstrate
14 the

15 270. misleading nature of the material omissions, concealments, and
16 suppression of material facts about its environmentally degrading manufacturing
17 practices.

18 271. Based on the overall impression given by the packaging
19 communications and

20 272. misrepresentations and omissions, reasonable consumers would be
21 misled by Gore-Tex Fabric’s true environmental impact based on overall impression
22 of labels. Based on the overall impression of the packaging, no reasonable consumer
23 could expect or understand that Gore-Tex Fabric was manufactured using
24 environmentally degrading practices.

25 273. Pursuant to 815 ILCS 505/10a(a), Plaintiff seeks monetary relief against
26 Gore in the amount of actual damages as well as punitive damages because Gore
27 acted with fraud and/or malice and/or was grossly negligent, and concealed,
28 suppressed, and omitted material information.

1 274. Plaintiff also seeks an order enjoining Gore's unfair and/or deceptive
2 acts or practices, attorneys' fees, and any other just and proper relief available under
3 815 ILCS 505/1, et seq.

4 **COUNT XVII**
5 **FRAUD BY CONCEALMENT**
6 **(BASED ON ILLINOIS LAW)**

7 275. Plaintiff incorporates by reference all preceding allegations as though
8 fully set forth herein.

9 276. Plaintiff Adrian Washington brings this Count on behalf of the Illinois
10 Class.

11 277. Gore intentionally concealed and suppressed material facts regarding its
12 Gore-Tex Fabric. These material facts included that (i) Gore continues to
13 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
14 chemical" resistant to degradation even while claiming its products are
15 "environmentally sound" and that Gore is highly committed to "environmental
16 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
17 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
18 Fabric sheds PFAS via ordinary use.

19 278. Gore also made the following misrepresentations that are likely to
20 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
21 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
22 deviating from common definitions used by the EPA, environmental groups and
23 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
24 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

25 279. Gore voluntarily represented that its Gore-Tex Fabric was
26 environmentally sustainable and therefore is required to make a full and fair
27 disclosure under Illinois law. Gore therefore had a duty to disclose the material facts
28 as additional information in order to make its Gore-Tex Sustainability Promise
website (as well as Gore's other environmental claims including on its Gore-Tex

1 Fabric packaging) not misleading. Gore also knew that these representations were
2 false when made.

3 280. Gore's omissions and/or misrepresentations alleged herein caused
4 Plaintiff and the other Illinois Class members to make their Gore-Tex purchases.
5 Plaintiff was unaware of these material facts, and had Gore communicated these
6 material facts to consumers, Plaintiff and the other Illinois Class members would
7 not have purchased Gore-Tex products or would not have purchased Gore-Tex
8 products at the prices they paid. Accordingly, Plaintiff and the other Illinois Class
9 members have suffered injury in fact, including lost money or property, as a result
10 of Gore's misrepresentations and omissions.

11 281. Accordingly, Gore is liable to Plaintiff and the other Illinois Class
12 members for damages in an amount to be proven at trial, including but not limited
13 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

14 282. Gore's acts were done wantonly, maliciously, oppressively,
15 deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and other
16 Illinois Class members' rights and the representations that Gore made to them, in
17 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
18 in an amount sufficient to deter such conduct in the future, which amount is to be
19 determined according to proof.

20 **L. Claims brought on behalf of the Indiana Class**

21 **COUNT XVIII**
22 **FRAUDULENT CONCEALMENT**
23 **(BASED ON INDIANA LAW)**

24 283. Plaintiffs incorporate by reference all preceding allegations as though
25 fully set forth herein.

26 284. Plaintiffs bring this Count on behalf of the Indiana Class.

27 285. Gore intentionally concealed and suppressed material facts regarding its
28 Gore-Tex Fabric. These material facts included that (i) Gore continues to
manufacture its ePFTE membrane using PFAS, an extremely harmful "forever

1 chemical” resistant to degradation even while claiming its products are
2 “environmentally sound” and that Gore is highly committed to “environmental
3 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
4 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
5 Fabric sheds PFAS via ordinary use.

6 286. Gore also made the following misrepresentations that are likely to
7 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
8 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
9 deviating from common definitions used by the EPA, environmental groups and
10 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
11 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

12 287. Gore voluntarily represented that its Gore-Tex Fabric was
13 environmentally sustainable and therefore is required to make a full and fair
14 disclosure under Indiana law. Gore therefore had a duty to disclose the material facts
15 as additional information in order to make its Gore-Tex Sustainability Promise
16 website (as well as Gore’s other environmental claims including on its Gore-Tex
17 Fabric packaging) not misleading. Gore also knew that these representations were
18 false when made.

19 288. Gore’s omissions and/or misrepresentations alleged herein caused
20 Plaintiffs and the other Indiana Class members to make their Gore-Tex purchases.
21 Plaintiffs were unaware of these material facts, and had Gore communicated these
22 material facts to consumers, Plaintiffs and the other Indiana Class members would
23 not have purchased Gore-Tex products or would not have purchased Gore-Tex
24 products at the prices they paid. Accordingly, Plaintiffs and the other Indiana Class
25 members have suffered injury in fact, including lost money or property, as a result
26 of Gore’s misrepresentations and omissions.

1 289. Accordingly, Gore is liable to Plaintiffs and the other Indiana Class
2 members for damages in an amount to be proven at trial, including but not limited
3 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

4 290. Gore's acts were done wantonly, maliciously, oppressively,
5 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
6 Indiana Class members' rights and the representations that Gore made to them, in
7 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
8 in an amount sufficient to deter such conduct in the future, which amount is to be
9 determined according to proof.

10 **M. Claims brought on behalf of the Maine Class**

11 **COUNT XIX**
12 **FRAUDULENT CONCEALMENT**
13 **(BASED ON MAINE LAW)**

14 291. Plaintiffs incorporate by reference all preceding allegations as though
15 fully set forth herein.

16 292. Plaintiffs bring this Count on behalf of the Maine Class.

17 293. Gore intentionally concealed and suppressed material facts regarding its
18 Gore-Tex Fabric. These material facts included that (i) Gore continues to
19 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
20 chemical" resistant to degradation even while claiming its products are
21 "environmentally sound" and that Gore is highly committed to "environmental
22 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
23 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
24 Fabric sheds PFAS via ordinary use.

25 294. Gore also made the following misrepresentations that are likely to
26 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
27 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
28 deviating from common definitions used by the EPA, environmental groups and

1 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
2 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

3 295. Gore voluntarily represented that its Gore-Tex Fabric was
4 environmentally sustainable and therefore is required to make a full and fair
5 disclosure under Maine law. Gore therefore had a duty to disclose the material facts
6 as additional information in order to make its Gore-Tex Sustainability Promise
7 website (as well as Gore's other environmental claims including on its Gore-Tex
8 Fabric packaging) not misleading. Gore also knew that these representations were
9 false when made.

10 296. Gore's omissions and/or misrepresentations alleged herein caused
11 Plaintiffs and the other Maine Class members to make their Gore-Tex purchases.
12 Plaintiffs were unaware of these material facts, and had Gore communicated these
13 material facts to consumers, Plaintiffs and the other Maine Class members would
14 not have purchased Gore-Tex products or would not have purchased Gore-Tex
15 products at the prices they paid. Accordingly, Plaintiffs and the other Maine Class
16 members have suffered injury in fact, including lost money or property, as a result
17 of Gore's misrepresentations and omissions.

18 297. Accordingly, Gore is liable to Plaintiffs and the other Maine Class
19 members for damages in an amount to be proven at trial, including but not limited
20 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

21 298. Gore's acts were done wantonly, maliciously, oppressively,
22 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
23 Maine Class members' rights and the representations that Gore made to them, in
24 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
25 in an amount sufficient to deter such conduct in the future, which amount is to be
26 determined according to proof.

N. Claim brought on behalf of the Maryland Class

**COUNT XX
VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT
(MD. CODE, COM. LAW § 13-101, *ET SEQ.*)**

299. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

300. This claim is brought by Plaintiffs on behalf of the Maryland Class.

301. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

302. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

303. The Maryland Consumer Protection Act (Maryland CPA) provides that a person may not engage in any unfair or deceptive trade practice in the sale or lease of any consumer good, including “failure to state a material fact if the failure deceives or tends to deceive”; “false or misleading representation[s] of fact which concern[] . . . [t]he reason of or the existence or amount of a price reduction”; and “[d]eception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a

1 consumer rely on the same,” Md. Code, Com. Law § 13-301, regardless of whether
2 the consumer is actually deceived or damaged, Md. Code, Com. Law § 13-302.

3 304. Defendant, Plaintiffs, and Maryland Class members are “persons”
4 within the meaning of Md. Code, Com. Law § 13-101(h).

5 305. Pursuant to Md. Code, Com. Law § 13-408, Plaintiffs seek actual
6 damages, attorneys’ fees, and any other just and proper relief available under the
7 Maryland CPA.

8 **COUNT XXI**
9 **FRAUDULENT CONCEALMENT**
10 **(BASED ON MARYLAND LAW)**

11 306. Plaintiffs incorporate by reference all preceding allegations as though
12 fully set forth herein.

13 307. Plaintiffs bring this Count on behalf of the Maryland Class.

14 308. Gore intentionally concealed and suppressed material facts regarding its
15 Gore-Tex Fabric. These material facts included that (i) Gore continues to
16 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
17 chemical” resistant to degradation even while claiming its products are
18 “environmentally sound” and that Gore is highly committed to “environmental
19 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
20 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
21 Fabric sheds PFAS via ordinary use.

22 309. Gore also made the following misrepresentations that are likely to
23 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
24 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
25 deviating from common definitions used by the EPA, environmental groups and
26 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
27 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

28 310. Gore voluntarily represented that its Gore-Tex Fabric was
environmentally sustainable and therefore is required to make a full and fair

1 disclosure under Maryland law. Gore therefore had a duty to disclose the material
2 facts as additional information in order to make its Gore-Tex Sustainability Promise
3 website (as well as Gore's other environmental claims including on its Gore-Tex
4 Fabric packaging) not misleading. Gore also knew that these representations were
5 false when made.

6 311. Gore's omissions and/or misrepresentations alleged herein caused
7 Plaintiffs and the other Maryland Class members to make their Gore-Tex purchases.
8 Plaintiffs were unaware of these material facts, and had Gore communicated these
9 material facts to consumers, Plaintiffs and the other Maryland Class members would
10 not have purchased Gore-Tex products or would not have purchased Gore-Tex
11 products at the prices they paid. Accordingly, Plaintiffs and the other Maryland
12 Class members have suffered injury in fact, including lost money or property, as a
13 result of Gore's misrepresentations and omissions.

14 312. Accordingly, Gore is liable to Plaintiffs and the other Maryland Class
15 members for damages in an amount to be proven at trial, including but not limited
16 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

17 313. Gore's acts were done wantonly, maliciously, oppressively,
18 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
19 Maryland Class members' rights and the representations that Gore made to them, in
20 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
21 in an amount sufficient to deter such conduct in the future, which amount is to be
22 determined according to proof.

23 **O. Claim brought on behalf of the Massachusetts Class**

24 **COUNT XXII**
25 **FRAUD BY CONCEALMENT**
26 **(BASED ON MASSACHUSETTS LAW)**

27 314. Plaintiffs incorporate by reference all preceding allegations as though
28 fully set forth herein.

315. Plaintiffs bring this Count on behalf of the Massachusetts Class.

1 316. Gore intentionally concealed and suppressed material facts regarding its
2 Gore-Tex Fabric. These material facts included that (i) Gore continues to
3 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
4 chemical” resistant to degradation even while claiming its products are
5 “environmentally sound” and that Gore is highly committed to “environmental
6 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
7 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
8 Fabric sheds PFAS via ordinary use.

9 317. Gore also made the following misrepresentations that are likely to
10 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
11 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
12 deviating from common definitions used by the EPA, environmental groups and
13 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
14 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

15 318. Gore voluntarily represented that its Gore-Tex Fabric was
16 environmentally sustainable and therefore is required to make a full and fair
17 disclosure under Massachusetts law. Gore therefore had a duty to disclose the
18 material facts as additional information in order to make its Gore-Tex Sustainability
19 Promise website (as well as Gore’s other environmental claims including on its
20 Gore-Tex Fabric packaging) not misleading. Gore also knew that these
21 representations were false when made.

22 319. Gore’s omissions and/or misrepresentations alleged herein caused
23 Plaintiffs and the other Massachusetts Class members to make their Gore-Tex
24 purchases. Plaintiffs were unaware of these material facts, and had Gore
25 communicated these material facts to consumers, Plaintiffs and the other
26 Massachusetts Class members would not have purchased Gore-Tex products or
27 would not have purchased Gore-Tex products at the prices they paid. Accordingly,
28 Plaintiffs and the other Massachusetts Class members have suffered injury in fact,

1 including lost money or property, as a result of Gore's misrepresentations and
2 omissions.

3 320. Accordingly, Gore is liable to Plaintiffs and the other Massachusetts
4 Class members for damages in an amount to be proven at trial, including but not
5 limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

6 321. Gore's acts were done wantonly, maliciously, oppressively,
7 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
8 Massachusetts Class members' rights and the representations that Gore made to
9 them, in order to enrich Gore. Gore's conduct warrants an assessment of punitive
10 damages in an amount sufficient to deter such conduct in the future, which amount
11 is to be determined according to proof.

12 **P. Claim brought on behalf of the Michigan Class**

13 **COUNT XXIII**
14 **VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**
15 **(MICH. COMP. LAWS § 445.903, *ET SEQ.*)**

16 322. Plaintiffs hereby incorporate by reference the allegations contained in
17 the preceding paragraphs of this complaint.

18 323. This claim is brought by Plaintiffs on behalf of the Michigan Class.

19 324. Gore intentionally concealed and suppressed material facts regarding its
20 Gore-Tex Fabric. These material facts included that (i) Gore continues to
21 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
22 chemical" resistant to degradation even while claiming its products are
23 "environmentally sound" and that Gore is highly committed to "environmental
24 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
25 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
26 Fabric sheds PFAS via ordinary use.

27 325. Gore also made the following misrepresentations that are likely to
28 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
Gore itself created and excludes the extremely harmful PTFE chemical, thereby

1 deviating from common definitions used by the EPA, environmental groups and
2 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
3 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

4 326. The Michigan Consumer Protection Act (Michigan CPA) prohibits
5 “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of
6 trade or commerce,” including “[m]aking false or misleading statements of fact
7 concerning the reasons for, existence of, or amounts of price reductions”; “[f]ailing
8 to reveal a material fact, the omission of which tends to mislead or deceive the
9 consumer, and which fact could not reasonably be known by the consumer”;
10 “charging the consumer a price that is grossly in excess of the price at which similar
11 property or services are sold”; “[m]aking a representation of fact or statement of fact
12 material to the transaction such that a person reasonably believes the represented or
13 suggested state of affairs to be other than it actually is”; or “[f]ailing to reveal facts
14 that are material to the transaction in light of representations of fact made in a
15 positive manner.” Mich. Comp. Laws § 445.903(1).

16 327. Plaintiffs and Michigan Class members are “person[s]” within the
17 meaning of the Mich. Comp. Laws § 445.902(1)(d).

18 328. Defendant is a “person” engaged in “trade or commerce” within the
19 meaning of the Mich. Comp. Laws § 445.902(1)(d) and (g).

20 329. Plaintiffs seek injunctive relief to enjoin Defendant from continuing its
21 unfair and deceptive acts; monetary relief against Defendant measured as the greater
22 of (a) actual damages in an amount to be determined at trial and (b) statutory
23 damages in the amount of \$250 for each plaintiff; reasonable attorneys’ fees; and
24 any other just and proper relief available under Mich. Comp. Laws § 445.911.

25 330. Plaintiffs also seek punitive damages because Defendant carried out
26 despicable conduct with willful and conscious disregard of the rights and safety of
27 others. Defendants maliciously and egregiously misrepresented the environmental
28

1 sustainability of Gore-Tex Fabric. Defendant's conduct constitutes malice,
2 oppression, and fraud warranting punitive damages.

3 **COUNT XXIV**
4 **FRAUDULENT CONCEALMENT**
5 **(BASED ON MICHIGAN LAW)**

6 331. Plaintiffs incorporate by reference all preceding allegations as though
7 fully set forth herein.

8 332. Plaintiffs bring this Count on behalf of the Michigan Class.

9 333. Gore intentionally concealed and suppressed material facts regarding its
10 Gore-Tex Fabric. These material facts included that (i) Gore continues to
11 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
12 chemical" resistant to degradation even while claiming its products are
13 "environmentally sound" and that Gore is highly committed to "environmental
14 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
15 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
16 Fabric sheds PFAS via ordinary use.

17 334. Gore also made the following misrepresentations that are likely to
18 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
19 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
20 deviating from common definitions used by the EPA, environmental groups and
21 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
22 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

23 335. Gore voluntarily represented that its Gore-Tex Fabric was
24 environmentally sustainable and therefore is required to make a full and fair
25 disclosure under Michigan law. Gore therefore had a duty to disclose the material
26 facts as additional information in order to make its Gore-Tex Sustainability Promise
27 website (as well as Gore's other environmental claims including on its Gore-Tex
28 Fabric packaging) not misleading. Gore also knew that these representations were
false when made.

1 336. Gore's omissions and/or misrepresentations alleged herein caused
2 Plaintiffs and the other Michigan Class members to make their Gore-Tex purchases.
3 Plaintiffs were unaware of these material facts, and had Gore communicated these
4 material facts to consumers, Plaintiffs and the other Michigan Class members would
5 not have purchased Gore-Tex products or would not have purchased Gore-Tex
6 products at the prices they paid. Accordingly, Plaintiffs and the other Michigan Class
7 members have suffered injury in fact, including lost money or property, as a result
8 of Gore's misrepresentations and omissions.

9 337. Accordingly, Gore is liable to Plaintiffs and the other Michigan Class
10 members for damages in an amount to be proven at trial, including but not limited
11 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

12 338. Gore's acts were done wantonly, maliciously, oppressively,
13 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
14 Michigan Class members' rights and the representations that Gore made to them, in
15 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
16 in an amount sufficient to deter such conduct in the future, which amount is to be
17 determined according to proof.

18 **Q. Claims brought on behalf of the Minnesota Class**

19 **COUNT XXV**
20 **VIOLATIONS OF MINNESOTA DECEPTIVE TRADE PRACTICES;**
21 **ENVIRONMENTAL MARKETING CLAIMS**
(MINN. STAT. § 325E.41, ET SEQ.)

22 339. Plaintiff Scott B. Johnson ("Plaintiff" for purposes of all Minnesota
23 Class Counts) incorporates by reference all preceding allegations as though fully set
24 forth herein.

25 340. Plaintiff Scott B. Johnson brings this Count on behalf of the Minnesota
26 Class.

27 341. Gore intentionally concealed and suppressed material facts regarding its
28 Gore-Tex Fabric. These material facts included that (i) Gore continues to

1 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
2 chemical” resistant to degradation even while claiming its products are
3 “environmentally sound” and that Gore is highly committed to “environmental
4 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
5 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
6 Fabric sheds PFAS via ordinary use.

7 342. Gore also made the following misrepresentations that are likely to
8 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
9 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
10 deviating from common definitions used by the EPA, environmental groups and
11 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
12 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

13 343. Defendant violated Minn. Stat. § 325E.41 by making deceptive and
14 misleading general environmental benefit claims (including sustainability claims)
15 and failing to disclose material omitted information related to these statements.

16 344. Defendant made these material misrepresentations and omissions to
17 induce reasonable consumers to purchase its Gore-Tex Fabric.

18 345. Defendant knew that the material misrepresentations and omissions
19 were misleading to reasonable consumers and in violation of Code of Federal
20 Regulations, title 16, part 260, “Guides for the Use of Environmental Marketing
21 Claims” (“Green Guides”).

22 346. Specifically, 260.4 General environmental benefit claims states: “It is
23 deceptive to misrepresent, directly or by implication, that a product, package, or
24 service offers a general environmental benefit...Unqualified general environmental
25 benefit claims are difficult to interpret and likely convey a wide range of meanings.
26 In many cases, such claims likely convey that the product, package, or service has
27 specific and far-reaching environmental benefits and may convey that the item or
28 service has no negative environmental impact. Because it is highly unlikely that

1 marketers can substantiate all reasonable interpretations of these claims, marketers
2 should not make unqualified general environmental benefit claims.” (Emphasis
3 added.)

4 347. Defendant’s pattern of deceptive and misleading misrepresentations and
5 omissions, and other misleading conduct were likely to deceive or cause
6 misunderstanding and did in fact deceive Plaintiff and the Minnesota Class with
7 respect to the Gore-Tex Fabrics’ quality, nature of the ingredients, and suitability
8 for consumption.

9 348. Defendant intended for Plaintiff and the Minnesota Class to rely on the
10 material misrepresentations and omissions, concealment, expressed warranties,
11 and/or deceptions regarding the environmental benefits and sustainability of its
12 Gore-Tex Fabric.

13 349. Defendant’s conduct described herein occurred repeatedly in its trade or
14 business and were capable of deceiving a substantial portion of the consuming
15 public.

16 350. Defendant violated Minn. Stat. §325E.41 by making misrepresentations
17 on its packaging and website that violated the Green Guides.

18 351. Defendant was under a duty to disclose the omissions because
19 Defendant undertook the disclosure of information about the Gore-Tex Fabric that
20 violated the Green Guides.

21 352. Defendant failed to discharge its duty to disclose the Omissions.

22 353. The facts concealed, omitted, or not disclosed by Defendant were
23 material facts in that Plaintiff, the Minnesota Class, and any reasonable consumer
24 would have considered them in deciding whether to purchase the Gore-Tex Fabric.
25 Had Plaintiff and the Minnesota Class known the truth, they would not have
26 purchased the Gore-Tex Fabric or paid the premium price.

27 354. Defendant’s unlawful conduct is continuing, with no indication that it
28 intends to cease this fraudulent course of conduct.

1 355. As a direct and proximate result of Defendant's conduct, Plaintiff and
2 the Minnesota Class suffered actual damages by: (1) paying a premium price; (2)
3 purchasing Gore-Tex Fabric they would not have purchased; and/or (3) receiving
4 Gore-Tex Fabric that were worth less.

5 356. Plaintiff and the members of the Minnesota Class would not have
6 purchased Gore-Tex Fabric at all had they known that Gore-Tex Fabric does not
7 conform to the packaging.

8 357. Pursuant to Minn. Stat. § 8.31, subd. 3a, and § 325E.41, Plaintiff and
9 the Minnesota Class seek actual damages, injunctive and declaratory relief,
10 attorneys' fees, costs, and any other just and proper relief available thereunder for
11 Defendant's violations of the Minn. Stat. § 325E.41.

12 **COUNT XXVI**
13 **FRAUDULENT CONCEALMENT**
14 **(BASED ON MINNESOTA LAW)**

15 358. Plaintiff incorporates by reference all preceding allegations as though
16 fully set forth herein.

17 359. Plaintiff Scott B. Johnson bring this Count on behalf of the Minnesota
18 Class.

19 360. Gore intentionally concealed and suppressed material facts regarding its
20 Gore-Tex Fabric. These material facts included that (i) Gore continues to
21 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
22 chemical" resistant to degradation even while claiming its products are
23 "environmentally sound" and that Gore is highly committed to "environmental
24 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
25 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
26 Fabric sheds PFAS via ordinary use.

27 361. Gore also made the following misrepresentations that are likely to
28 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
Gore itself created and excludes the extremely harmful PTFE chemical, thereby

1 deviating from common definitions used by the EPA, environmental groups and
2 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
3 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

4 362. Gore voluntarily represented that its Gore-Tex Fabric was
5 environmentally sustainable and therefore is required to make a full and fair
6 disclosure under Minnesota law. Gore therefore had a duty to disclose the material
7 facts as additional information in order to make its Gore-Tex Sustainability Promise
8 website (as well as Gore's other environmental claims including on its Gore-Tex
9 Fabric packaging) not misleading. Gore also knew that these representations were
10 false when made.

11 363. Gore's omissions and/or misrepresentations alleged herein caused
12 Plaintiff and the other Minnesota Class members to make their Gore-Tex purchases.
13 Plaintiff was unaware of these material facts, and had Gore communicated these
14 material facts to consumers, Plaintiff and the other Minnesota Class members would
15 not have purchased Gore-Tex products or would not have purchased Gore-Tex
16 products at the prices they paid. Accordingly, Plaintiff and the other Minnesota Class
17 members have suffered injury in fact, including lost money or property, as a result
18 of Gore's misrepresentations and omissions.

19 364. Accordingly, Gore is liable to Plaintiff and the other Minnesota Class
20 members for damages in an amount to be proven at trial, including but not limited
21 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

22 365. Gore's acts were done wantonly, maliciously, oppressively,
23 deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and other
24 Minnesota Class members' rights and the representations that Gore made to them,
25 in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
26 in an amount sufficient to deter such conduct in the future, which amount is to be
27 determined according to proof.
28

R. Claims brought on behalf of the Montana Class

**COUNT XXVII
VIOLATION OF THE MONTANA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION ACT OF 1973
(MONT. CODE ANN. § 30-14-101, *ET SEQ.*)**

366. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

367. This claim is brought by Plaintiffs on behalf of the Montana Class.

368. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

369. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

370. The Montana Unfair Trade Practices and Consumer Protection Act (Montana CPA) makes unlawful any “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Mont. Code Ann. § 30-14-103.

371. Defendant, Plaintiffs, and Montana Class members are “persons” within the meaning of Mont. Code Ann. § 30-14-102(6).

1 372. Plaintiffs and Montana Class members are “consumer[s]” under Mont.
2 Code Ann. § 30-14-102(1).

3 373. The sale of each package of Gore-Tex Fabric occurred within “trade and
4 commerce” within the meaning of Mont. Code Ann. § 30-14-102(8), and Defendant
5 committed deceptive and unfair acts in the conduct of “trade and commerce” as
6 defined in that statutory section.

7 374. Because Defendant’s unlawful methods, acts, and practices have caused
8 Plaintiffs to suffer an ascertainable loss of money and property, Plaintiffs seek from
9 Defendant: the greater of actual damages or \$500; discretionary treble damages;
10 reasonable attorneys’ fees.

11 375. Plaintiffs additionally seek an order enjoining Defendant’s unfair,
12 unlawful, and/or deceptive practices, and any other relief the Court considers
13 necessary or proper, under Mont. Code Ann. § 30-14-133.

14 **COUNT XXVIII**
15 **FRAUDULENT CONCEALMENT**
16 **(BASED ON MONTANA LAW)**

17 376. Plaintiffs incorporate by reference all preceding allegations as though
18 fully set forth herein.

19 377. Plaintiffs bring this Count on behalf of the Montana Class.

20 378. Gore intentionally concealed and suppressed material facts regarding its
21 Gore-Tex Fabric. These material facts included that (i) Gore continues to
22 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
23 chemical” resistant to degradation even while claiming its products are
24 “environmentally sound” and that Gore is highly committed to “environmental
25 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
26 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
27 Fabric sheds PFAS via ordinary use.

28 379. Gore also made the following misrepresentations that are likely to
mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that

1 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
2 deviating from common definitions used by the EPA, environmental groups and
3 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
4 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

5 380. Gore voluntarily represented that its Gore-Tex Fabric was
6 environmentally sustainable and therefore is required to make a full and fair
7 disclosure under Montana law. Gore therefore had a duty to disclose the material
8 facts as additional information in order to make its Gore-Tex Sustainability Promise
9 website (as well as Gore's other environmental claims including on its Gore-Tex
10 Fabric packaging) not misleading. Gore also knew that these representations were
11 false when made.

12 381. Gore's omissions and/or misrepresentations alleged herein caused
13 Plaintiffs and the other Montana Class members to make their Gore-Tex purchases.
14 Plaintiffs were unaware of these material facts, and had Gore communicated these
15 material facts to consumers, Plaintiffs and the other Montana Class members would
16 not have purchased Gore-Tex products or would not have purchased Gore-Tex
17 products at the prices they paid. Accordingly, Plaintiffs and the other Montana Class
18 members have suffered injury in fact, including lost money or property, as a result
19 of Gore's misrepresentations and omissions.

20 382. Accordingly, Gore is liable to Plaintiffs and the other Montana Class
21 members for damages in an amount to be proven at trial, including but not limited
22 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

23 383. Gore's acts were done wantonly, maliciously, oppressively,
24 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
25 Montana Class members' rights and the representations that Gore made to them, in
26 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
27 in an amount sufficient to deter such conduct in the future, which amount is to be
28 determined according to proof.

S. Claims brought on behalf of the New Hampshire Class

**COUNT XXIX
VIOLATION OF THE NEW HAMPSHIRE CONSUMER PROTECTION
ACT
(N.H. REV. STAT. ANN. § 358-A:1, *ET SEQ.*)**

384. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

385. This claim is brought by Plaintiffs on behalf of the New Hampshire Class.

386. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

387. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

388. The New Hampshire Consumer Protection Act (New Hampshire CPA) prohibits a person, in the conduct of any trade or commerce, from “using any unfair or deceptive act or practice,” including, “but . . . not limited to” “[m]aking false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions.” N.H. Rev. Stat. Ann. § 358-A:2.

1 389. Defendant, Plaintiffs, and New Hampshire Class members are
2 “persons” under N.H. Rev. Stat. Ann. § 358-A:1.

3 390. Defendant’s actions as set forth herein occurred in the conduct of trade
4 or commerce as defined under N.H. Rev. Stat. Ann. § 358-A:1.

5 391. Because Defendants’ willful conduct caused injury to Plaintiffs’
6 property through violations of the New Hampshire CPA, Plaintiffs seek recovery of
7 actual damages or \$1,000, whichever is greater; treble damages; costs and
8 reasonable attorneys’ fees; an order enjoining each Defendant’s unfair and/or
9 deceptive acts and practices; and any other just and proper relief under N.H. Rev.
10 Stat. Ann. § 358-A:10.

11 **COUNT XXX**
12 **FRAUDULENT CONCEALMENT**
(BASED ON NEW HAMPSHIRE LAW)

13 392. Plaintiffs incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 393. Plaintiffs bring this Count on behalf of the New Hampshire Class.

16 394. Gore intentionally concealed and suppressed material facts regarding its
17 Gore-Tex Fabric. These material facts included that (i) Gore continues to
18 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
19 chemical” resistant to degradation even while claiming its products are
20 “environmentally sound” and that Gore is highly committed to “environmental
21 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
22 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
23 Fabric sheds PFAS via ordinary use.

24 395. Gore also made the following misrepresentations that are likely to
25 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
26 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
27 deviating from common definitions used by the EPA, environmental groups and
28

1 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
2 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

3 396. Gore voluntarily represented that its Gore-Tex Fabric was
4 environmentally sustainable and therefore is required to make a full and fair
5 disclosure under New Hampshire law. Gore therefore had a duty to disclose the
6 material facts as additional information in order to make its Gore-Tex Sustainability
7 Promise website (as well as Gore's other environmental claims including on its
8 Gore-Tex Fabric packaging) not misleading. Gore also knew that these
9 representations were false when made.

10 397. Gore's omissions and/or misrepresentations alleged herein caused
11 Plaintiffs and the other New Hampshire Class members to make their Gore-Tex
12 purchases. Plaintiffs were unaware of these material facts, and had Gore
13 communicated these material facts to consumers, Plaintiffs and the other New
14 Hampshire Class members would not have purchased Gore-Tex products or would
15 not have purchased Gore-Tex products at the prices they paid. Accordingly,
16 Plaintiffs and the other New Hampshire Class members have suffered injury in fact,
17 including lost money or property, as a result of Gore's misrepresentations and
18 omissions.

19 398. Accordingly, Gore is liable to Plaintiffs and the other New Hampshire
20 Class members for damages in an amount to be proven at trial, including but not
21 limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

22 399. Gore's acts were done wantonly, maliciously, oppressively,
23 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
24 New Hampshire Class members' rights and the representations that Gore made to
25 them, in order to enrich Gore. Gore's conduct warrants an assessment of punitive
26 damages in an amount sufficient to deter such conduct in the future, which amount
27 is to be determined according to proof.
28

T. Claims on behalf of the New Mexico Class

**COUNT XXXI
VIOLATION OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT
(N.M. STAT. ANN. §§ 57-12-1, *ET SEQ.*)**

400. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

401. This claim is brought by Plaintiffs on behalf of the New Mexico Class.

402. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

403. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

404. The New Mexico Unfair Trade Practices Act (New Mexico UTPA) makes unlawful “a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services . . . by a person in the regular course of the person’s trade or commerce, that may, tends to or does deceive or mislead any person,” including, but not limited to, “failing to state a material fact if doing so deceives or tends to deceive.” N.M. Stat. Ann. § 57-12-2(D).

1 405. Defendant, Plaintiffs, and New Mexico Class members are “person[s]”
2 under N.M. Stat. Ann. § 57-12-2.

3 406. Defendant’s actions as set forth herein occurred in the conduct of trade
4 or commerce as defined under N.M. Stat. Ann. § 57-12-2.

5 407. Because Defendant’s unconscionable, willful conduct caused actual
6 harm to Plaintiffs, Plaintiffs seek recovery of actual damages or \$100, whichever is
7 greater; discretionary treble damages; punitive damages; and reasonable attorneys’
8 fees and costs, as well as all other proper and just relief available under N.M. Stat.
9 Ann. § 57-12-10.

10 **COUNT XXXII**
11 **FRAUDULENT CONCEALMENT**
12 **(BASED ON NEW MEXICO LAW)**

13 408. Plaintiffs incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 409. Plaintiffs bring this Count on behalf of the New Mexico Class.

16 410. Gore intentionally concealed and suppressed material facts regarding its
17 Gore-Tex Fabric. These material facts included that (i) Gore continues to
18 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
19 chemical” resistant to degradation even while claiming its products are
20 “environmentally sound” and that Gore is highly committed to “environmental
21 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
22 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
23 Fabric sheds PFAS via ordinary use.

24 411. Gore also made the following misrepresentations that are likely to
25 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
26 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
27 deviating from common definitions used by the EPA, environmental groups and
28 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

1 412. Gore voluntarily represented that its Gore-Tex Fabric was
2 environmentally sustainable and therefore is required to make a full and fair
3 disclosure under New Mexico law. Gore therefore had a duty to disclose the material
4 facts as additional information in order to make its Gore-Tex Sustainability Promise
5 website (as well as Gore's other environmental claims including on its Gore-Tex
6 Fabric packaging) not misleading. Gore also knew that these representations were
7 false when made.

8 413. Gore's omissions and/or misrepresentations alleged herein caused
9 Plaintiffs and the other New Mexico Class members to make their Gore-Tex
10 purchases. Plaintiffs were unaware of these material facts, and had Gore
11 communicated these material facts to consumers, Plaintiffs and the other New
12 Mexico Class members would not have purchased Gore-Tex products or would not
13 have purchased Gore-Tex products at the prices they paid. Accordingly, Plaintiffs
14 and the other New Mexico Class members have suffered injury in fact, including
15 lost money or property, as a result of Gore's misrepresentations and omissions.

16 414. Accordingly, Gore is liable to Plaintiffs and the other New Mexico Class
17 members for damages in an amount to be proven at trial, including but not limited
18 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

19 415. Gore's acts were done wantonly, maliciously, oppressively,
20 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
21 New Mexico Class members' rights and the representations that Gore made to them,
22 in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
23 in an amount sufficient to deter such conduct in the future, which amount is to be
24 determined according to proof.

1 **U. Claims brought on behalf of the New York Class**

2 **COUNT XXXIII**
3 **VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW §§ 349-350**
4 **(N.Y. GEN. BUS. LAW §§ 349-350)**

5 416. Plaintiffs hereby incorporate by reference the allegations contained in
6 the preceding paragraphs of this complaint.

7 417. This claim is brought by Plaintiffs on behalf of the New York Class.

8 418. Gore intentionally concealed and suppressed material facts regarding its
9 Gore-Tex Fabric. These material facts included that (i) Gore continues to
10 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
11 chemical” resistant to degradation even while claiming its products are
12 “environmentally sound” and that Gore is highly committed to “environmental
13 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
14 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
15 Fabric sheds PFAS via ordinary use.

16 419. Gore also made the following misrepresentations that are likely to
17 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
18 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
19 deviating from common definitions used by the EPA, environmental groups and
20 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
21 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

22 420. The New York General Business Law (New York GBL) makes
23 unlawful “[d]eceptive acts or practices in the conduct of any business, trade or
24 commerce.” N.Y. Gen. Bus. Law § 349.

25 421. Plaintiffs and New York Class members are “persons” within the
26 meaning of N.Y. Gen. Bus. Law § 349(h).

27 422. Defendant is a “person,” “firm,” “corporation,” or “association” within
28 the meaning of N.Y. Gen. Bus. Law § 349.

1 423. Defendant's deceptive acts and practices, which were intended to
2 mislead consumers who purchased Gore-Tex Fabric, was conduct directed at
3 consumers.

4 424. Because Defendant's willful and knowing conduct caused injury to
5 Plaintiffs, Plaintiffs seek recovery of actual damages or \$50, whichever is greater;
6 discretionary treble damages up to \$1,000; punitive damages; reasonable attorneys'
7 fees and costs; an order enjoining Defendant's deceptive conduct; and any other just
8 and proper relief available under N.Y. Gen. Bus. Law § 349.

9
10 **COUNT XXXIV**
FRAUDULENT CONCEALMENT
(BASED ON NEW YORK LAW)

11 425. Plaintiffs incorporate by reference all preceding allegations as though
12 fully set forth herein.

13 426. Plaintiffs bring this Count on behalf of the New York Class.

14 427. Gore intentionally concealed and suppressed material facts regarding its
15 Gore-Tex Fabric. These material facts included that (i) Gore continues to
16 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
17 chemical" resistant to degradation even while claiming its products are
18 "environmentally sound" and that Gore is highly committed to "environmental
19 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
20 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
21 Fabric sheds PFAS via ordinary use.

22 428. Gore also made the following misrepresentations that are likely to
23 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
24 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
25 deviating from common definitions used by the EPA, environmental groups and
26 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
27 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.
28

1 429. Gore voluntarily represented that its Gore-Tex Fabric was
2 environmentally sustainable and therefore is required to make a full and fair
3 disclosure under New York law. Gore therefore had a duty to disclose the material
4 facts as additional information in order to make its Gore-Tex Sustainability Promise
5 website (as well as Gore's other environmental claims including on its Gore-Tex
6 Fabric packaging) not misleading. Gore also knew that these representations were
7 false when made.

8 430. Gore's omissions and/or misrepresentations alleged herein caused
9 Plaintiffs and the other New York Class members to make their Gore-Tex purchases.
10 Plaintiffs were unaware of these material facts, and had Gore communicated these
11 material facts to consumers, Plaintiffs and the other New York Class members
12 would not have purchased Gore-Tex products or would not have purchased Gore-
13 Tex products at the prices they paid. Accordingly, Plaintiffs and the other New York
14 Class members have suffered injury in fact, including lost money or property, as a
15 result of Gore's misrepresentations and omissions.

16 431. Accordingly, Gore is liable to Plaintiffs and the other New York Class
17 members for damages in an amount to be proven at trial, including but not limited
18 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

19 432. Gore's acts were done wantonly, maliciously, oppressively,
20 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
21 New York Class members' rights and the representations that Gore made to them,
22 in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
23 in an amount sufficient to deter such conduct in the future, which amount is to be
24 determined according to proof.

V. Claims brought on behalf of the Ohio Class

**COUNT XXXV
VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT
(OHIO REV. CODE ANN. § 1345.01, *ET SEQ.*)**

433. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

434. This claim is brought by Plaintiffs on behalf of the Ohio Class.

435. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

436. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

437. Ohio Consumer Sales Practices Act (Ohio CSPA), Ohio Rev. Code Ann. § 1345.02, broadly prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Specifically, and without limitation of the broad prohibition, the Act prohibits suppliers from representing that “a specific price advantage exists, if it does not.” Ohio Rev. Code Ann. § 1345.02.

438. Defendant is a “supplier” as that term is defined in Ohio Rev. Code Ann. § 1345.01(C).

1 439. Plaintiffs and Ohio Class members are “consumers” as that term is
2 defined in Ohio Rev. Code Ann. § 1345.01(D), and their purchases of Gore-Tex
3 Fabric is a “consumer transaction” within the meaning of Ohio Rev. Code Ann.
4 § 1345.01(A).

5 440. As a result of the foregoing wrongful conduct, Plaintiffs have been
6 damaged in an amount to be proven at trial, and seek all just and proper remedies,
7 including, but not limited to, actual and statutory damages, an order enjoining
8 Defendant’s deceptive and unfair conduct, treble damages, court costs, and
9 reasonable attorneys’ fees, pursuant to Ohio Rev. Code Ann. § 1345.09, et seq.

10 **COUNT XXXVI**
11 **FRAUDULENT CONCEALMENT**
12 **(BASED ON OHIO LAW)**

13 441. Plaintiffs incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 442. Plaintiffs bring this Count on behalf of the Ohio Class.

16 443. Gore intentionally concealed and suppressed material facts regarding its
17 Gore-Tex Fabric. These material facts included that (i) Gore continues to
18 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
19 chemical” resistant to degradation even while claiming its products are
20 “environmentally sound” and that Gore is highly committed to “environmental
21 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
22 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
23 Fabric sheds PFAS via ordinary use.

24 444. Gore also made the following misrepresentations that are likely to
25 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
26 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
27 deviating from common definitions used by the EPA, environmental groups and
28 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

1 445. Gore voluntarily represented that its Gore-Tex Fabric was
2 environmentally sustainable and therefore is required to make a full and fair
3 disclosure under Ohio law. Gore therefore had a duty to disclose the material facts
4 as additional information in order to make its Gore-Tex Sustainability Promise
5 website (as well as Gore's other environmental claims including on its Gore-Tex
6 Fabric packaging) not misleading. Gore also knew that these representations were
7 false when made.

8 446. Gore's omissions and/or misrepresentations alleged herein caused
9 Plaintiffs and the other Ohio Class members to make their Gore-Tex purchases.
10 Plaintiffs were unaware of these material facts, and had Gore communicated these
11 material facts to consumers, Plaintiffs and the other Ohio Class members would not
12 have purchased Gore-Tex products or would not have purchased Gore-Tex products
13 at the prices they paid. Accordingly, Plaintiffs and the other Ohio Class members
14 have suffered injury in fact, including lost money or property, as a result of Gore's
15 misrepresentations and omissions.

16 447. Accordingly, Gore is liable to Plaintiffs and the other Ohio Class
17 members for damages in an amount to be proven at trial, including but not limited
18 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

19 448. Gore's acts were done wantonly, maliciously, oppressively,
20 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
21 Ohio Class members' rights and the representations that Gore made to them, in order
22 to enrich Gore. Gore's conduct warrants an assessment of punitive damages in an
23 amount sufficient to deter such conduct in the future, which amount is to be
24 determined according to proof.
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1 **W. Claims brought on behalf of the Pennsylvania Class**

2 **COUNT XXXVII**
3 **VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES**
4 **AND CONSUMER PROTECTION LAW**
5 **(73 PA. CONS. STAT. § 201-1, *ET SEQ.*)**

6 449. Plaintiffs hereby incorporate by reference the allegations contained in
7 the preceding paragraphs of this complaint.

8 450. This claim is brought by Plaintiffs on behalf the Pennsylvania Class.

9 451. Gore intentionally concealed and suppressed material facts regarding its
10 Gore-Tex Fabric. These material facts included that (i) Gore continues to
11 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
12 chemical” resistant to degradation even while claiming its products are
13 “environmentally sound” and that Gore is highly committed to “environmental
14 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
15 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
16 Fabric sheds PFAS via ordinary use.

17 452. Gore also made the following misrepresentations that are likely to
18 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
19 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
20 deviating from common definitions used by the EPA, environmental groups and
21 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
22 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

23 453. The Pennsylvania Unfair Trade Practices and Consumer Protection Law
24 (Pennsylvania CPL) prohibits unfair or deceptive acts or practices, including:
25 “[m]aking false or misleading statements of fact concerning the reasons for,
26 existence of, or amounts of price reductions”; and “[e]ngaging in any other
27 fraudulent or deceptive conduct which creates a likelihood of confusion or of
28 misunderstanding.” 73 Pa. Cons. Stat. § 201-2(4).

1 454. Defendant, Plaintiffs, and Pennsylvania Class members are “persons”
2 within the meaning of 73 Pa. Cons. Stat. § 201-2(2).

3 455. Plaintiffs and the Pennsylvania Class members purchased Gore-Tex
4 Fabric primarily for personal, family, or household purposes within the meaning of
5 73 Pa. Cons. Stat. § 201-9.2.

6 456. All of the acts complained of herein were perpetrated by Defendant in
7 the course of trade or commerce within the meaning of 73 Pa. Cons. Stat. § 201-
8 2(3).

9 457. Defendant is liable to Plaintiffs for treble their actual damages or \$100,
10 whichever is greater, and attorneys’ fees and costs. 73 Pa. Cons. Stat. § 201-9.2(a).
11 Plaintiffs are also entitled to an award of punitive damages given that Defendants’
12 conduct was malicious, wanton, willful, oppressive, or exhibited a reckless
13 indifference to the rights of others.

14 **COUNT XXXVIII**
15 **FRAUDULENT CONCEALMENT**
16 **(BASED ON PENNSYLVANIA LAW)**

17 458. Plaintiffs incorporate by reference all preceding allegations as though
18 fully set forth herein.

19 459. Plaintiffs bring this Count on behalf of the Pennsylvania Class.

20 460. Gore intentionally concealed and suppressed material facts regarding its
21 Gore-Tex Fabric. These material facts included that (i) Gore continues to
22 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
23 chemical” resistant to degradation even while claiming its products are
24 “environmentally sound” and that Gore is highly committed to “environmental
25 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
26 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
Fabric sheds PFAS via ordinary use.

27 461. Gore also made the following misrepresentations that are likely to
28 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that

1 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
2 deviating from common definitions used by the EPA, environmental groups and
3 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
4 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

5 462. Gore voluntarily represented that its Gore-Tex Fabric was
6 environmentally sustainable and therefore is required to make a full and fair
7 disclosure under Pennsylvania law. Gore therefore had a duty to disclose the
8 material facts as additional information in order to make its Gore-Tex Sustainability
9 Promise website (as well as Gore's other environmental claims including on its
10 Gore-Tex Fabric packaging) not misleading. Gore also knew that these
11 representations were false when made.

12 463. Gore's omissions and/or misrepresentations alleged herein caused
13 Plaintiffs and the other Pennsylvania Class members to make their Gore-Tex
14 purchases. Plaintiffs were unaware of these material facts, and had Gore
15 communicated these material facts to consumers, Plaintiffs and the other
16 Pennsylvania Class members would not have purchased Gore-Tex products or
17 would not have purchased Gore-Tex products at the prices they paid. Accordingly,
18 Plaintiffs and the other Pennsylvania Class members have suffered injury in fact,
19 including lost money or property, as a result of Gore's misrepresentations and
20 omissions.

21 464. Accordingly, Gore is liable to Plaintiffs and the other Pennsylvania
22 Class members for damages in an amount to be proven at trial, including but not
23 limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

24 465. Gore's acts were done wantonly, maliciously, oppressively,
25 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
26 Pennsylvania Class members' rights and the representations that Gore made to them,
27 in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
28

1 in an amount sufficient to deter such conduct in the future, which amount is to be
2 determined according to proof.

3 **X. Claims brought on behalf of the South Carolina Class**

4 **COUNT XXXIX**
5 **VIOLATION OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES**
6 **ACT (S.C. CODE ANN. § 39-5-10, *ET SEQ.*)**

7 466. Plaintiffs hereby incorporate by reference the allegations contained in
8 the preceding paragraphs of this complaint.

9 467. This claim is brought by Plaintiffs on behalf of the South Carolina Class.

10 468. Gore intentionally concealed and suppressed material facts regarding its
11 Gore-Tex Fabric. These material facts included that (i) Gore continues to
12 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
13 chemical” resistant to degradation even while claiming its products are
14 “environmentally sound” and that Gore is highly committed to “environmental
15 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
16 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
17 Fabric sheds PFAS via ordinary use.

18 469. Gore also made the following misrepresentations that are likely to
19 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
20 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
21 deviating from common definitions used by the EPA, environmental groups and
22 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
23 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

24 470. The South Carolina Unfair Trade Practices Act (South Carolina UTPA)
25 prohibits “unfair or deceptive acts or practices in the conduct of any trade or
26 commerce” S.C. Code Ann. § 39-5-20(a).

27 471. Defendant is a “person” under S.C. Code Ann. § 39-5-10.
28

1 472. Pursuant to S.C. Code Ann. § 39-5-140(a), Plaintiffs seek monetary
2 relief to recover their economic losses. Because Defendant's actions were willful
3 and knowing, Plaintiffs' damages should be trebled.

4 473. Plaintiffs further allege that Defendant's malicious and deliberate
5 conduct warrants an assessment of punitive damages because Defendant carried out
6 despicable conduct with willful and conscious disregard of the rights and safety of
7 others, subjecting Plaintiffs to cruel and unjust hardship as a result. Defendant
8 misrepresented the environmental sustainability of Gore-Tex Fabric. Defendants'
9 unlawful conduct constitutes malice, oppression, and fraud warranting punitive
10 damages.

11 474. Plaintiffs further seek an order enjoining each Defendant's unfair or
12 deceptive acts or practices.

13 **COUNT XL**
14 **FRAUDULENT CONCEALMENT**
(BASED ON SOUTH CAROLINA LAW)

15 475. Plaintiffs incorporate by reference all preceding allegations as though
16 fully set forth herein.

17 476. Plaintiffs bring this Count on behalf of the South Carolina Class.

18 477. Gore intentionally concealed and suppressed material facts regarding its
19 Gore-Tex Fabric. These material facts included that (i) Gore continues to
20 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
21 chemical" resistant to degradation even while claiming its products are
22 "environmentally sound" and that Gore is highly committed to "environmental
23 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
24 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
25 Fabric sheds PFAS via ordinary use.

26 478. Gore also made the following misrepresentations that are likely to
27 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
28 Gore itself created and excludes the extremely harmful PTFE chemical, thereby

1 deviating from common definitions used by the EPA, environmental groups and
2 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
3 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

4 479. Gore voluntarily represented that its Gore-Tex Fabric was
5 environmentally sustainable and therefore is required to make a full and fair
6 disclosure under South Carolina law. Gore therefore had a duty to disclose the
7 material facts as additional information in order to make its Gore-Tex Sustainability
8 Promise website (as well as Gore's other environmental claims including on its
9 Gore-Tex Fabric packaging) not misleading. Gore also knew that these
10 representations were false when made.

11 480. Gore's omissions and/or misrepresentations alleged herein caused
12 Plaintiffs and the other South Carolina Class members to make their Gore-Tex
13 purchases. Plaintiffs were unaware of these material facts, and had Gore
14 communicated these material facts to consumers, Plaintiffs and the other South
15 Carolina Class members would not have purchased Gore-Tex products or would not
16 have purchased Gore-Tex products at the prices they paid. Accordingly, Plaintiffs
17 and the other South Carolina Class members have suffered injury in fact, including
18 lost money or property, as a result of Gore's misrepresentations and omissions.

19 481. Accordingly, Gore is liable to Plaintiffs and the other South Carolina
20 Class members for damages in an amount to be proven at trial, including but not
21 limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

22 482. Gore's acts were done wantonly, maliciously, oppressively,
23 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
24 South Carolina Class members' rights and the representations that Gore made to
25 them, in order to enrich Gore. Gore's conduct warrants an assessment of punitive
26 damages in an amount sufficient to deter such conduct in the future, which amount
27 is to be determined according to proof.
28

Y. Claims brought on behalf of the Tennessee Class

**COUNT XLI
VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT
(TENN. CODE ANN. § 47-18-101, *ET SEQ.*)**

483. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

484. This claim is brought by Plaintiffs on behalf of the Tennessee Class.

485. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

486. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

487. Tennessee Consumer Protection Act (Tennessee CPA) prohibits “[u]nfair or deceptive acts or practices affecting the conduct of any trade or commerce,” including, but not limited to, “[m]aking false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions.” Tenn. Code Ann. § 47-18-104.

488. Plaintiffs and Tennessee Class members are “natural persons” and “consumers” within the meaning of Tenn. Code Ann. § 47-18-103(2).

1 489. Defendant is a “person” within the meaning of Tenn. Code Ann. § 47-
2 18-103(2).

3 490. Defendant’s conduct complained of herein affected “trade,”
4 “commerce,” or “consumer transactions” within the meaning of Tenn. Code Ann. §
5 47-18-103(19).

6 491. Pursuant to Tenn. Code Ann. § 47-18-109(a), Plaintiffs seek monetary
7 relief against each Defendant measured as actual damages in an amount to be
8 determined at trial, treble damages as a result of Defendants’ willful or knowing
9 violations, and any other just and proper relief available under the Tennessee CPA.

10 **COUNT XLII**
11 **FRAUDULENT CONCEALMENT**
12 **(BASED ON TENNESSEE LAW)**

13 492. Plaintiffs incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 493. Plaintiffs bring this Count on behalf of the Tennessee Class.

16 494. Gore intentionally concealed and suppressed material facts regarding its
17 Gore-Tex Fabric. These material facts included that (i) Gore continues to
18 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
19 chemical” resistant to degradation even while claiming its products are
20 “environmentally sound” and that Gore is highly committed to “environmental
21 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
22 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
23 Fabric sheds PFAS via ordinary use.

24 495. Gore also made the following misrepresentations that are likely to
25 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
26 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
27 deviating from common definitions used by the EPA, environmental groups and
28 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

1 496. Gore voluntarily represented that its Gore-Tex Fabric was
2 environmentally sustainable and therefore is required to make a full and fair
3 disclosure under Tennessee law. Gore therefore had a duty to disclose the material
4 facts as additional information in order to make its Gore-Tex Sustainability Promise
5 website (as well as Gore's other environmental claims including on its Gore-Tex
6 Fabric packaging) not misleading. Gore also knew that these representations were
7 false when made.

8 497. Gore's omissions and/or misrepresentations alleged herein caused
9 Plaintiffs and the other Tennessee Class members to make their Gore-Tex purchases.
10 Plaintiffs were unaware of these material facts, and had Gore communicated these
11 material facts to consumers, Plaintiffs and the other Tennessee Class members
12 would not have purchased Gore-Tex products or would not have purchased Gore-
13 Tex products at the prices they paid. Accordingly, Plaintiffs and the other Tennessee
14 Class members have suffered injury in fact, including lost money or property, as a
15 result of Gore's misrepresentations and omissions.

16 498. Accordingly, Gore is liable to Plaintiffs and the other Tennessee Class
17 members for damages in an amount to be proven at trial, including but not limited
18 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

19 499. Gore's acts were done wantonly, maliciously, oppressively,
20 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
21 Tennessee Class members' rights and the representations that Gore made to them,
22 in order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
23 in an amount sufficient to deter such conduct in the future, which amount is to be
24 determined according to proof.

Z. Claims brought on behalf of the Texas Class

**COUNT XLIII
FRAUDULENT CONCEALMENT
(BASED ON TEXAS LAW)**

500. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

501. Plaintiffs bring this Count on behalf of the Texas Class.

502. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

503. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

504. Gore voluntarily represented that its Gore-Tex Fabric was environmentally sustainable and therefore is required to make a full and fair disclosure under Texas law. Gore therefore had a duty to disclose the material facts as additional information in order to make its Gore-Tex Sustainability Promise website (as well as Gore’s other environmental claims including on its Gore-Tex Fabric packaging) not misleading. Gore also knew that these representations were false when made.

1 505. Gore’s omissions and/or misrepresentations alleged herein caused
2 Plaintiffs and the other Texas Class members to make their Gore-Tex purchases.
3 Plaintiffs were unaware of these material facts, and had Gore communicated these
4 material facts to consumers, Plaintiffs and the other Texas Class members would not
5 have purchased Gore-Tex products or would not have purchased Gore-Tex products
6 at the prices they paid. Accordingly, Plaintiffs and the other Texas Class members
7 have suffered injury in fact, including lost money or property, as a result of Gore’s
8 misrepresentations and omissions.

9 506. Accordingly, Gore is liable to Plaintiffs and the other Texas Class
10 members for damages in an amount to be proven at trial, including but not limited
11 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

12 507. Gore’s acts were done wantonly, maliciously, oppressively,
13 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs’ and other
14 Texas Class members’ rights and the representations that Gore made to them, in
15 order to enrich Gore. Gore’s conduct warrants an assessment of punitive damages
16 in an amount sufficient to deter such conduct in the future, which amount is to be
17 determined according to proof.

18 **AA. Claims brought on behalf of the Utah Class**

19 **COUNT XLIV**
20 **VIOLATION OF THE UTAH CONSUMER SALE PRACTICES ACT**
21 **(UTAH CODE ANN. § 13-11-1, *ET SEQ.*)**

22 508. Plaintiffs hereby incorporate by reference the allegations contained in
23 the preceding paragraphs of this complaint.

24 509. This claim is brought by Plaintiffs on behalf of the Utah Class.

25 510. Gore intentionally concealed and suppressed material facts regarding its
26 Gore-Tex Fabric. These material facts included that (i) Gore continues to
27 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
28 chemical” resistant to degradation even while claiming its products are
“environmentally sound” and that Gore is highly committed to “environmental

1 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
2 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
3 Fabric sheds PFAS via ordinary use.

4 511. Gore also made the following misrepresentations that are likely to
5 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
6 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
7 deviating from common definitions used by the EPA, environmental groups and
8 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
9 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

10 512. The Utah Consumer Sales Practices Act (Utah CSPA) makes unlawful
11 any “deceptive act or practice by a supplier in connection with a consumer
12 transaction,” including, but not limited to, “indicat[ing] that a specific price
13 advantage exists, if it does not.” Utah Code Ann. § 13-11-4. “An unconscionable act
14 or practice by a supplier in connection with a consumer transaction” also violates
15 the Utah CSPA. Utah Code Ann. § 13-11-5.

16 513. Defendant knew, or had reason to know, that consumers would rely on
17 Defendant’s representations and omissions regarding the environmental
18 sustainability of Gore-Tex Fabric and chose to conceal, suppress and omit material
19 facts required to make their environmental claims not misleading. Defendant
20 therefore engaged in an unconscionable act within the meaning of Utah Code Ann.
21 § 13-11-5.

22 514. Pursuant to Utah Code Ann. § 13-11-4, Plaintiffs seek monetary relief
23 measured as the greater of (a) actual damages in an amount to be determined at trial
24 and (b) statutory damages in the amount of \$2,000 for each Plaintiff; reasonable
25 attorneys’ fees; and any other just and proper relief available under the Utah CSPA.

**COUNT XLV
FRAUDULENT CONCEALMENT
(BASED ON UTAH LAW)**

515. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

516. Plaintiffs bring this Count on behalf of the Utah Class.

517. Gore intentionally concealed and suppressed material facts regarding its Gore-Tex Fabric. These material facts included that (i) Gore continues to manufacture its ePFTE membrane using PFAS, an extremely harmful “forever chemical” resistant to degradation even while claiming its products are “environmentally sound” and that Gore is highly committed to “environmental sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex Fabric sheds PFAS via ordinary use.

518. Gore also made the following misrepresentations that are likely to mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that Gore itself created and excludes the extremely harmful PTFE chemical, thereby deviating from common definitions used by the EPA, environmental groups and academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

519. Gore voluntarily represented that its Gore-Tex Fabric was environmentally sustainable and therefore is required to make a full and fair disclosure under Utah law. Gore therefore had a duty to disclose the material facts as additional information in order to make its Gore-Tex Sustainability Promise website (as well as Gore’s other environmental claims including on its Gore-Tex Fabric packaging) not misleading. Gore also knew that these representations were false when made.

520. Gore’s omissions and/or misrepresentations alleged herein caused Plaintiffs and the other Utah Class members to make their Gore-Tex purchases.

1 Plaintiffs were unaware of these material facts, and had Gore communicated these
2 material facts to consumers, Plaintiffs and the other Utah Class members would not
3 have purchased Gore-Tex products or would not have purchased Gore-Tex products
4 at the prices they paid. Accordingly, Plaintiffs and the other Utah Class members
5 have suffered injury in fact, including lost money or property, as a result of Gore's
6 misrepresentations and omissions.

7 521. Accordingly, Gore is liable to Plaintiffs and the other Utah Class
8 members for damages in an amount to be proven at trial, including but not limited
9 to, benefit-of-the-bargain damages, restitution and/or diminution of value.

10 522. Gore's acts were done wantonly, maliciously, oppressively,
11 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
12 Utah Class members' rights and the representations that Gore made to them, in order
13 to enrich Gore. Gore's conduct warrants an assessment of punitive damages in an
14 amount sufficient to deter such conduct in the future, which amount is to be
15 determined according to proof.

16 **BB. Claims brought on behalf of the Vermont Class**

17 **COUNT XLVI**
18 **VIOLATION OF THE VERMONT CONSUMER FRAUD ACT**
19 **(VT. STAT. ANN. TIT. 9, § 2451 *ET SEQ.*)**

20 523. Plaintiffs hereby incorporate by reference the allegations contained in
21 the preceding paragraphs of this complaint.

22 524. This claim is brought by Plaintiffs on behalf of the Vermont Class.

23 525. Gore intentionally concealed and suppressed material facts regarding its
24 Gore-Tex Fabric. These material facts included that (i) Gore continues to
25 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
26 chemical" resistant to degradation even while claiming its products are
27 "environmentally sound" and that Gore is highly committed to "environmental
28 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a

1 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
2 Fabric sheds PFAS via ordinary use.

3 526. Gore also made the following misrepresentations that are likely to
4 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
5 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
6 deviating from common definitions used by the EPA, environmental groups and
7 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
8 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

9 527. The Vermont Consumer Fraud Act (Vermont CFA) makes unlawful
10 “[u]nfair methods of competition in commerce, and unfair or deceptive acts or
11 practices in commerce” Vt. Stat. Ann. tit. 9, § 2453(a).

12 528. Defendant was a seller within the meaning of Vt. Stat. Ann. tit. 9,
13 § 2451(a)(c).

14 529. Plaintiffs are entitled to recover “appropriate equitable relief” and “the
15 amount of [their] damages, or the consideration or the value of the consideration
16 given by [them], reasonable attorney’s fees, and exemplary damages not exceeding
17 three times the value of the consideration given by [them],” pursuant to Vt. Stat.
18 Ann. tit. 9, § 2461(b).

19 **COUNT XLVII**
20 **FRAUDULENT CONCEALMENT**
(BASED ON VERMONT LAW)

21 530. Plaintiffs incorporate by reference all preceding allegations as though
22 fully set forth herein.

23 531. Plaintiffs bring this Count on behalf of the Vermont Class.

24 532. Gore intentionally concealed and suppressed material facts regarding its
25 Gore-Tex Fabric. These material facts included that (i) Gore continues to
26 manufacture its ePFTE membrane using PFAS, an extremely harmful “forever
27 chemical” resistant to degradation even while claiming its products are
28 “environmentally sound” and that Gore is highly committed to “environmental

1 sustainability”; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
2 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
3 Fabric sheds PFAS via ordinary use.

4 533. Gore also made the following misrepresentations that are likely to
5 mislead reasonable consumers: (i) Gore’s definition of “PFC EC” is a definition that
6 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
7 deviating from common definitions used by the EPA, environmental groups and
8 academic researchers; and (ii) Gore’s direct-to-consumer sales website confuses
9 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

10 534. Gore voluntarily represented that its Gore-Tex Fabric was
11 environmentally sustainable and therefore is required to make a full and fair
12 disclosure under Vermont law. Gore therefore had a duty to disclose the material
13 facts as additional information in order to make its Gore-Tex Sustainability Promise
14 website (as well as Gore’s other environmental claims including on its Gore-Tex
15 Fabric packaging) not misleading. Gore also knew that these representations were
16 false when made.

17 535. Gore’s omissions and/or misrepresentations alleged herein caused
18 Plaintiffs and the other Vermont Class members to make their Gore-Tex purchases.
19 Plaintiffs were unaware of these material facts, and had Gore communicated these
20 material facts to consumers, Plaintiffs and the other Vermont Class members would
21 not have purchased Gore-Tex products or would not have purchased Gore-Tex
22 products at the prices they paid. Accordingly, Plaintiffs and the other Vermont Class
23 members have suffered injury in fact, including lost money or property, as a result
24 of Gore’s misrepresentations and omissions.

25 536. Accordingly, Gore is liable to Plaintiffs and the other Vermont Class
26 members for damages in an amount to be proven at trial, including but not limited
27 to, benefit-of-the-bargain damages, restitution and/or diminution of value.
28

1 537. Gore's acts were done wantonly, maliciously, oppressively,
2 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
3 Vermont Class members' rights and the representations that Gore made to them, in
4 order to enrich Gore. Gore's conduct warrants an assessment of punitive damages
5 in an amount sufficient to deter such conduct in the future, which amount is to be
6 determined according to proof.

7 **CC. Claims brought on behalf of the West Virginia Class**

8 **COUNT XLVIII**
9 **FRAUDULENT CONCEALMENT**
10 **(BASED ON WEST VIRGINIA LAW)**

11 538. Plaintiffs incorporate by reference all preceding allegations as though
12 fully set forth herein.

13 539. Plaintiffs bring this Count on behalf of the West Virginia Class.

14 540. Gore intentionally concealed and suppressed material facts regarding its
15 Gore-Tex Fabric. These material facts included that (i) Gore continues to
16 manufacture its ePFTE membrane using PFAS, an extremely harmful "forever
17 chemical" resistant to degradation even while claiming its products are
18 "environmentally sound" and that Gore is highly committed to "environmental
19 sustainability"; (ii) Gore-Tex Fabric PFC Free Laminate is regularly treated with a
20 DWR waterproofing treatment that still contains PFAS; and (iii) that Gore-Tex
21 Fabric sheds PFAS via ordinary use.

22 541. Gore also made the following misrepresentations that are likely to
23 mislead reasonable consumers: (i) Gore's definition of "PFC EC" is a definition that
24 Gore itself created and excludes the extremely harmful PTFE chemical, thereby
25 deviating from common definitions used by the EPA, environmental groups and
26 academic researchers; and (ii) Gore's direct-to-consumer sales website confuses
27 consumers by using terms such as PFC, PFC*, PFC EC, and PFAS interchangeably.

28 542. Gore voluntarily represented that its Gore-Tex Fabric was
environmentally sustainable and therefore is required to make a full and fair

1 disclosure under West Virginia law. Gore therefore had a duty to disclose the
2 material facts as additional information in order to make its Gore-Tex Sustainability
3 Promise website (as well as Gore's other environmental claims including on its
4 Gore-Tex Fabric packaging) not misleading. Gore also knew that these
5 representations were false when made.

6 543. Gore's omissions and/or misrepresentations alleged herein caused
7 Plaintiffs and the other West Virginia Class members to make their Gore-Tex
8 purchases. Plaintiffs were unaware of these material facts, and had Gore
9 communicated these material facts to consumers, Plaintiffs and the other West
10 Virginia Class members would not have purchased Gore-Tex products or would not
11 have purchased Gore-Tex products at the prices they paid. Accordingly, Plaintiffs
12 and the other West Virginia Class members have suffered injury in fact, including
13 lost money or property, as a result of Gore's misrepresentations and omissions.

14 544. Accordingly, Gore is liable to Plaintiffs and the other West Virginia
15 Class members for damages in an amount to be proven at trial, including but not
16 limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

17 545. Gore's acts were done wantonly, maliciously, oppressively,
18 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other
19 West Virginia Class members' rights and the representations that Gore made to
20 them, in order to enrich Gore. Gore's conduct warrants an assessment of punitive
21 damages in an amount sufficient to deter such conduct in the future, which amount
22 is to be determined according to proof.

23 PRAYER FOR RELIEF

24 WHEREFORE, Plaintiffs, individually and on behalf of members of the State
25 Classes, respectfully request that the Court enter judgment in their favor and against
26 Gore, as follows:

27 A. Certification of the proposed State Law Classes, including appointment
28 of Plaintiffs' counsel as Class Counsel;

1 B. An order temporarily and permanently enjoining Gore from continuing
2 the unlawful, deceptive, fraudulent, and unfair business practices alleged herein;

3 E. Costs, restitution, damages, including punitive damages, and
4 disgorgement in an amount to be determined at trial;

5 F. An order requiring Gore to pay both pre- and post-judgment interest on
6 any amounts awarded;

7 G. An award of costs and attorneys' fees; and

8 H. Such other or further relief as may be appropriate.

9 **JURY DEMAND**

10 Plaintiffs hereby demand a trial by jury on all issues so triable.

11
12 DATED: February 11, 2025

Respectfully submitted,

13 /s/ Steve W. Berman

14 Steve W. Berman, WSBA No. 12536

15 Catherine Y.N. Gannon, WSBA No. 47664

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